

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

LIFESTYLE PUBLICATIONS, LLC,)
)
Plaintiff,)
) Case No. 2:19-cv-02007-DDC-KGG
v.)
)
RANDY HARDING,)
)
Defendant.)

**AFFIDAVIT OF DELAND SHORE IN SUPPORT OF
ENTRY OF DEFAULT JUDGMENT BY THE COURT**

I, DeLand Shore, declare as follows:

1. I am the Chief Financial Officer of Lifestyle Publications, a Limited Liability Company incorporated in Overland Park, Kansas and having its principal place of business located in Kansas City, Missouri. In my role as CFO of Lifestyle, I am responsible, among other things, for overseeing Lifestyle's business of licensing the rights to produce Lifestyle-branded magazines to Area Managers who work as independent contractors selling advertising and content within a designated sales territory. I am authorized to make this Affidavit on behalf of Plaintiff Lifestyle Publications, LLC ("Lifestyle") and do so on the basis of my personal knowledge and the knowledge gained from Plaintiff's books and records which are kept in the ordinary course of Plaintiff's business. I make this Affidavit in support of Lifestyle's Motion for Entry of Default Judgment, and if called upon to testify as to the matters set forth herein, I could and would competently testify thereto.

2. As of the date hereof, I have reviewed Plaintiff's books, records, files and ledgers as they pertain to Defendant Randy Harding ("Harding"), an individual residing in the state of California. I am familiar with the obligations owed by Harding to Lifestyle.

3. In my capacity as an officer of Lifestyle, I am one of the custodians of records for all documents relating to Lifestyle's business dealings with Harding. Lifestyle keeps these documents in a safe and secure place at its place of business. These records and documents referred to in this affidavit constitute writings taken, made, and/or maintained in the regular or ordinary course of Lifestyle's business at or near the time of the act, condition or event to which they relate by persons employed by Lifestyle who have a business duty to accurately and completely take, make, and maintain such records and documents.

Lifestyle's Independent Area Director Agreement with Randy Harding

4. On or about October 23, 2012, Harding entered into a binding Independent Area Director Agreement (the "Agreement") with "Kingdom Holdings, LLC." Harding was retained as an Area Director within an exclusive marketing area in Orange County, California (*see* Exhibit A to Agreement). Pursuant to the Agreement, Lifestyle appointed Harding to offer its services and to solicit advertising for the Lifestyle publications within the Orange County, California territory (the "Territory"). A true and correct copy of the Agreement is attached hereto as Exhibit 1. At the time Harding signed the Agreement, Kingdom Holdings, LLC's principal place of business was located in Kansas. In about January 2013, the company change its name to Lifestyle Publications, LLC. This name change was unrelated to any merger, acquisition, or other third party transaction.

5. Under the Agreement, Harding's duties included soliciting contracts for Lifestyle Publications from residential communities within the Territory ("Publication Contracts"), and for advertising in Lifestyle's publications from advertisers ("Advertising Contracts"). Pursuant to Section 6 of the Agreement, Harding was required to enter into these Publication and Advertising Contracts quoting only the prices and terms as set forth by Lifestyle. He was also required to use only the form contracts required and provided by Lifestyle. Furthermore, Harding was not

permitted to be a party to, or a third-party beneficiary of, any Publication or Advertising Contract, and all fees and amounts payable under such contracts were required to be paid directly to Lifestyle in accordance with the contract terms. Regardless of whether it received payment for the advertisements, however, Lifestyle was entitled to the Advertising Value – an amount equal to 12% of the Rate Card price for Lifestyle's advertisements – for each advertisement provided to Harding. Harding's commission payments consisted of the total revenues received by Lifestyle minus the "Advertising Value" and "Publication Cost" of each advertisement. Note that Harding did not incur Publication Costs.

6. Under Section 10 of the Agreement, Lifestyle granted Harding, a "limited license to use those Kingdom Holdings trademarks and service marks ("Marks") and copyrighted materials ("Copyrighted Material") designated by Kingdom Holdings, solely for the purpose of advertising and promoting the Kingdom Holdings Publishing Business in the Territory." Exhibit 1, p. 8. Under this provision, Harding acknowledged that, "Director's interest in the Marks and the Copyrighted Material is solely that of a licensee, and all goodwill attributable to the use of the Marks in the Territory will accrue to the benefit of Kingdom Holdings." *Id.* Harding also "disclaim[ed] any proprietary interest in any of the Marks and the Copyrighted Materials." *Id.* at pp. 8-9. In addition, Harding agreed to use the "Marks" in the precise form that Lifestyle prescribed and to adhere to Lifestyle's directions regarding the "presentation, display and use of the Marks and the use, copying and distribution of the Copyrighted Materials." *Id.* Finally, Harding agreed to obtain prior approval "for all advertising and promotional materials that Area Director desires to use and that have not been prepared or previously approved by Kingdom Holdings," and agreed that "Director shall not use such plans or materials until approved by Kingdom Holdings." *Id.*

Harding's Breach of the Independent Area Director Agreement

7. In about September 2018, I discovered irregularities in certain advertisement contracts and the amount of fees reported by Harding. Once I discovered these irregularities, I informed Harding that Lifestyle would not publish the November issue of Newport Beach Lifestyle magazine until the discrepancies were resolved. At that time, however, Lifestyle and its agents and employees had already prepared the November issue of Newport Beach Lifestyle magazine, including collecting and designing all advertisements for the issue, laying out all advertisements and editorial content, making final edits in preparation for printing, invoicing for all advertising and processing payments made, and preparing a pre-publication draft for review by Harding. Lifestyle sent Harding this pre-publication draft, and Harding's agents had access to this pre-publication draft.

8. Through my investigation, I discovered that Harding and his spouse, Ana Launes, manage an entity called "The Five P's Marketing, LLC" (hereinafter "Five P's"), through which Harding ran his advertising in order to cut Lifestyle out of advertising profits due and owing to Lifestyle under the Agreement. Harding reported to Lifestyle the values of these Advertising Contracts by entering details about the advertisements sold and the price for each advertisement into Lifestyle's CRM/Accounting system, "ARC." In reviewing Lifestyle's records in ARC, I discovered that Harding reported contract prices for advertisements that were significantly lower than the price listed on Lifestyle's approved Rate Card amount, and some contracts showed that the client payed zero dollars for advertisements. In addition, Harding was contracting with these advertisers through the Five P's entity rather than the advertiser contract directly with Lifestyle, in violation of the Agreement. This allowed Harding, through Five P's, to purchase advertising from

Lifestyle at a discounted rate using Five P's, and then sell the same advertising to advertisers at a higher rate.

9. Under the Agreement, Harding was only permitted to use Lifestyle's form (approved) agreements for the Advertising Contracts, and these form agreements were to be between Lifestyle and advertisers – not between Lifestyle and Harding or Lifestyle and Five P's. Because Harding used the Five P's to enter into Advertising Agreements with Lifestyle (rather than use Lifestyle's form agreements), and because Harding contracted separately with advertisers for the same advertising (and for a higher amount), Harding was able to retain the amounts paid by these advertisers under Five P's own agreement with such advertisers, rather than the advertisers paying Lifestyle directly.

10. In about November 2018, a publication titled "Kudos Newport Beach" (hereinafter, "Kudos") published a magazine featuring advertisements from Lifestyle's customers that are substantially similar to the advertisements created by Lifestyle employees for the November issue of Newport Beach Lifestyle magazine.

11. Kudos Newport Beach is an entity that conducts a business similar to or in competition with Lifestyle's publishing business, in that it is a business that serves the informational needs of neighborhoods, residential communities, homeowners' associations ("HOAs"), and other similar groups by providing newsletters, magazines, periodicals, websites, or any similar media within the Orange County, California area.

12. In violation of the Agreement, Harding improperly used certain advertisements in the November 2018 issue of Kudos that Lifestyle's advertisement design employees created for the November 2018 issue of Lifestyle Newport Beach magazine. A true and correct copy of Kudos's November 2018 issue is attached hereto as Exhibit 2, and a true and correct copy of the

unpublished version of the November 2018 issue of Newport Beach Lifestyle Magazine is attached hereto as Exhibit 3. Lifestyle did not authorize Harding to use these Lifestyle-created advertisements in the November 2018 issue of Kudos, nor did Harding seek permission from Lifestyle to use such advertisements. Harding's use of these advertisements was in violation of the Agreement.

13. On November 30, 2018, counsel for Lifestyle sent letters to Harding, Launes and Kudos requesting that they cease and desist from utilizing Lifestyle's intellectual property. Lifestyle's letter to Harding also requested that he account for the discrepancies in Lifestyle's accounting books. True and correct copies of these letters are attached hereto as Exhibit 4.

14. As Chief Financial Officer, I regularly access and review records of commission payments made to Independent Area Directors like Plaintiff Harding. I have reviewed Lifestyle's records of commission payments made to Harding that Lifestyle regularly maintains in the normal course of its business. In my review, I determined that at time Lifestyle's counsel sent the November 30, 2018 cease and desist letters, Lifestyle had made all commission payments due and owing to Harding in a timely manner pursuant to Section 4 of the Agreement.

15. On December 7, 2018, Harding responded to Lifestyle's counsel's cease and desist letter. In his response, Harding indicated that he was "in the process of going through numerous electronic devices in order to return all items you listed in your email." Harding's response to the cease and desist letter is attached hereto as Exhibit 5. However, to date, Harding has not returned any of the Confidential Information that Lifestyle requested in its cease and desist letter. Neither Kudos nor Launes responded to Lifestyle's cease and desist letter or returned any Confidential Information to Lifestyle.

Calculation of Damages from Harding's Unauthorized Use of Alternative Rates

16. As discussed above, during the term of the Agreement, Lifestyle required Area Directors such as Harding to utilize the advertising rates listed on Lifestyle's approved "Rate Cards" when selling advertising in Lifestyle's publications. A true and correct copy of Lifestyle's Rate Card in effect during this time is attached hereto as Exhibit 6.

17. In my review of Lifestyle's books and records, which are kept in the normal course of Lifestyle's business, I discovered that between January 2017 and October 2018, Harding routinely recorded Advertising Contracts into the system using prices for advertising that were either significantly lower than Lifestyle's approved Rate Card amount, or that had no ("zero") amount recorded. Attached hereto as Exhibit 7 is a spreadsheet generated from the data in ARC, and maintained in the normal course of Lifestyle's business. This spreadsheet shows the amounts that Harding entered into ARC as the recorded value of the advertising he sold in the Advertising Contracts, and the spreadsheet shows the value of such advertising as indicated on Lifestyle's approved Rate Card.

18. The spreadsheet attached as Exhibit 7 shows that, between January 2017 and October 2018, Harding sold over 150 advertisements for Newport Beach Lifestyle Magazine (a Lifestyle Publications-branded magazine) at a rate lower than the rate he was required to charge pursuant to the Agreement.

19. Specifically, the total value of the advertisements listed in Exhibit 7, according to Lifestyle's approved Rate Card, equals \$244,480.00. On the other hand, the amount that Harding entered into ARC for these advertisements, and the amount collected by Lifestyle for the sale of these advertisements, totaled only \$80,650.00.

20. Had Harding charged the correct Rate Card price for all advertisements and had Lifestyle been able to collect the 12% in Advertising Value that it was entitled to receive under the Agreement, Lifestyle would have received \$29,337.60. Instead, because Harding only charged \$80,650.00 for these advertisements, Lifestyle collected only \$9,678.00 in Advertising Value. Therefore, and as a direct result of Harding's conduct, Lifestyle was deprived of **\$19,659.60** in Advertising Value for these advertisements.

21. Lifestyle also discovered one instance where Harding, through Five P's, entered into an agreement with an advertiser (Cruise Planners) whereby Five P's agreed to publish various 2-page advertisement spreads in multiple issues of Newport-based magazines for a fee totaling, "\$3,000 per month in Credit Card plus \$800 per month in Trade towards a cruise chosen by 5 P's Marketing." A true and correct copy of Five P's contract with Cruise Planners is attached hereto as Exhibit 8. However, the contract that Harding provided to Lifestyle (attached as Exhibit 9) in connection with this transaction was instead between Lifestyle and Five P's, and the total cost of advertising listed in the contract was \$2,000 – not the total amount charged for this monthly advertisement (\$3,000 plus \$800 in trade value) in the "real" contract between Cruise Planners and Five P's. Thus, Lifestyle received only \$240 in Advertising Value for these advertisements (\$2,000.00 x 12%) instead of \$456 (\$3,800 x 12%). This resulted in Lifestyle's inability to collect the difference in Advertising Value (**\$216.00**) between what Harding should have charged and what he did charge.

Calculation of Damages from Harding's Unauthorized Publication of Lifestyle-Created Content in His Competing Magazine, Kudos Newport Beach

22. In addition, and as described above, after Lifestyle informed Harding that it would not publish the November 2018 issue of Newport Beach Lifestyle Magazine due to the irregularities noticed in Lifestyle's records, Harding used without Lifestyle's permission certain

advertisements in the November 2018 issue of a competing magazine, Kudos. Lifestyle's advertisement design employees created these advertisements for the November 2018 issue of Lifestyle Newport Beach magazine.

23. Lifestyle did not authorize Harding to use these advertisements in a competing magazine, nor did Harding compensate Lifestyle for his unauthorized use of these Lifestyle-created advertisements.

24. The total value of the advertisements that Harding used without authorization in Kudos Newport Beach is as follows, in accordance with Lifestyle's rates as listed on its Rate Card (as depicted in Exhibit 7):

Ads owned by Lifestyle that were used in Kudos Newport Beach Magazine	Description of Advertisement / Design	Lifestyle's Rate Card Rate for Advertisement Design	Kudos Issue Where Published
Newport Beach Lifestyle Magazine – Balboa Island	1/2 Page Vertical	\$1,505	November 2018
Newport Beach Lifestyle Magazine - Village Inn	Full Page	\$2,545	November 2018
The 5 P's - Chu	Full Premium Page	\$2,925	November 2018
The 5 P's - Smrecek	Inside Back Cover	\$2,730	November 2018
Newport Beach Lifestyle Magazine - Village Inn	Full Page	\$2,545	December 2018
TOTAL Cost of Advertisements Used Without Authorization in Kudos:		<u>\$12,250</u>	

Lifestyle's Total Damages under the Agreement

25. Under the Agreement, "Confidential Information" included, "all trademarks, trade names, service marks, emblems and indicia of origin used by Kingdom Holdings in connection with the operation of the Kingdom Holdings Publishing Business, and all trade secrets or know-

how, including, but not limited to, research, plans, products, services, customer lists, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to Area Director."

26. Under Section 9(i) of the Agreement, Harding was required to use Lifestyle's Confidential Information only "in connection with acting as an independent sales agent" of Lifestyle under the terms of the Agreement. *See Exhibit 1.* Specifically, Harding was prohibited from, "us[ing] the Confidential Information for Area Director's own use or for any other purpose except to carry out Area Director's obligations as an independent sales agent" for Lifestyle under the Agreement. *Id.*

27. In failing to charge advertisers the rate approved by Lifestyle on its Rate Cards for such services, failing to facilitate Lifestyle's direct contracting with such advertisers, and failing to report to Lifestyle all sums that he and Five P's collected from these advertisers for the sale of such advertising, Harding breached Section 9(i) of the Agreement. The pricing information, business know-how, and customer information that Harding utilized in order to complete these unauthorized transactions constituted "Confidential Information" under the Agreement.

28. Harding also breached Section 9(i) of the Agreement when he published in Kudos Newport Beach, without authorization, advertisements that Lifestyle created for the November 2018 issue of Newport Beach Lifestyle Magazine. Such advertisements were "research, plans, products [and] services" that belonged to Lifestyle and constituted Confidential Information under the Agreement. As such, Harding's unauthorized use of these products for his own benefit was in breach of Section 9(i) of the Agreement.

29. Under Section 14(v) of the Agreement, Harding agreed to pay to Lifestyle, "all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Kingdom Holdings

subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of" Section 14. *See Exhibit 1.* In addition, Section 14(iii) of the Agreement required Harding to "[c]omply with the covenants set forth in Sections 9(i) and 9(ii)" of the Agreement. *Id.*

30. Therefore, pursuant to Section 14(v) of the Agreement, the following amounts are due and owing to Lifestyle, which Harding has, to date, failed and refused to pay:

Description of Damages	Total Amount
Unauthorized Use of Alternative Rates for Advertisements	\$19,659.60
Failure to Report Amounts Charged to Advertisers in Excess of Values Reported to Lifestyle	\$216.00
Unauthorized Use of Lifestyle-Created Advertising In Competing Magazine	\$12,250.00
Total Attorney's Fees and Costs in Obtaining Judicial Relief for the Enforcement of Section 14 of the Agreement	\$19,962.56
Total Damages:	\$52,088.16

31. At all times mentioned herein, Harding did and does not have an absolute right to immediate possession of the Total Damages Amount. Lifestyle demanded an accounting and immediate possession of these funds, and despite this demand, Harding failed and refused to deliver possession of these funds to Lifestyle.

32. As a proximate result of the actions of Harding, Lifestyle has been and will be deprived of possession \$52,088.16, to Lifestyle's damage.

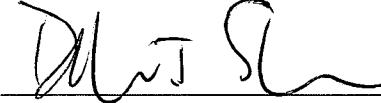
33. From my review of Lifestyle's books and records relating to Harding's obligations to Lifestyle, I state that there is now due, owing and unpaid Harding to Lifestyle the sum of \$52,088.16, together with interest at the legal rate of interest.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

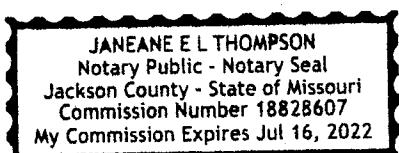
FURTHER AFFIANT SAYETH NOT.

Executed this 1st day of August, 2019, in Kansas City, Missouri.


DeLand Shore
Chief Financial Officer
Lifestyle Publications, LLC

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 1 day of Aug, 2019, before me personally appeared DeLand Shore who, being first duly sworn upon his oath, stated that the foregoing Affidavit is true and accurate to his best knowledge, information and belief.




Janeane E L Thompson
Notary Public

My Commission Expires: 07/16/2022

EXHIBIT 1

INDEPENDENT AREA DIRECTOR AGREEMENT

THIS INDEPENDENT AREA DIRECTOR AGREEMENT ("Agreement"), is entered into this 23 day of OCTOBER, 2012 (the "Effective Date"), by and between Kingdom Holdings, L.L.C., a Kansas Limited Liability Company ("Kingdom Holdings" or "Company"), and RANDY HARDING ("Area Director").

RECITALS:

Kingdom Holdings operates a business that publishes magazines and/or newsletters for residential communities ("Kingdom Holdings Publications") and that sells advertising for such Kingdom Holdings Publications (the "Kingdom Holdings Publishing Business").

Kingdom Holdings uses independent sales agents who are compensated by commission to offer Kingdom Holdings' services to residential communities and to sell advertising for Kingdom Holdings Publications.

Area Director wishes to become an independent sales agent for the Kingdom Holdings Publishing Business in the geographic area described on Exhibit "A" of this Agreement (the "Territory").

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. APPOINTMENT OF AREA DIRECTOR; EXCLUSIVITY.

(i) Appointment of Area Director. Kingdom Holdings hereby appoints Area Director to serve as Kingdom Holdings' independent sales agent to offer Kingdom Holdings' services and to solicit advertising for the Kingdom Holdings Publications within the Territory. Area Director acknowledges and agrees that this Agreement only grants Area Director the right to operate as an independent sales agent of Kingdom Holdings in the Territory. Area Director shall not actively solicit any residential community that is located outside of the Territory without Kingdom Holdings' prior written consent; provided, that no violation of this provision shall be deemed to have occurred where Area Director's bona fide advertising and promotional materials are found to be present outside the Territory, if the presence of such materials outside the Territory is an indirect consequence of Area Director's advertising and promotion within the Territory. Additionally, Area Director may not solicit any residential community or advertiser (regardless of whether it is located within or outside the Territory) that is already under a Publication Contract or Advertising Contract (each defined below) with Kingdom Holdings or its affiliates.

(ii) Exclusivity. As long as Area Director is not in default under this Agreement and is in Good Standing (defined below), during the term of this Agreement Kingdom Holdings will not grant any other Area Director the right to solicit any residential community located within



the Territory for a Publication Contract under the Marks (defined below). Notwithstanding anything in this Section 1(ii) to the contrary, Area Director acknowledges and agrees that Kingdom Holdings' permitting other Area Directors or independent sales agents to solicit Advertising Contracts from advertisers located within the Territory will not constitute a breach of this Agreement by Kingdom Holdings. The rights granted to Area Director under this Agreement are nonexclusive, and Kingdom Holdings and its affiliates have and retain all rights within and outside the Territory except those expressly granted to Area Director in this Section 1(ii).

2. **TERM AND RENEWAL.** The term of this Agreement will begin upon full execution of this Agreement by all parties and shall continue until one (1) year from such date, unless sooner terminated in accordance with this Agreement. The term of this Agreement will be renewed for additional consecutive one (1)-year terms, provided that neither party gives the other party written notice of nonrenewal at least forty-five (45) days prior to the expiration of the initial term or the applicable renewal term, and further provided that Area Director satisfies the following conditions (or any of them that Kingdom Holdings may require) in connection with each renewal of this Agreement:

(i) Area Director must not be in default of this Agreement or any other agreement with Kingdom Holdings or any of its affiliates, and Area Director must have fully and timely complied with all such agreements during their respective terms;

(ii) Area Director must enter into Kingdom Holdings' then current form of independent Area Director agreement which will supersede this Agreement. The terms of that agreement may differ from the terms of this Agreement, including but not limited to, additional development obligations, different compensation rates, different exclusivity rights, and changes in the Territory;

(iii) Area Director must execute a general release of any and all claims against Kingdom Holdings, its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders; and

(iv) Area Director must comply with Kingdom Holdings' then current qualification requirements.

3. **GOOD STANDING.** In addition to Area Director's other obligations under this Agreement, at all times during the term hereof, Area Director must be and remain in Good Standing. For the purposes of this Agreement, "Good Standing" means (i) the total Publication Expenses (defined below) and other expenses for all Kingdom Holdings Publications for which Area Director is responsible do not exceed the total revenue actually received by Kingdom Holdings under the Advertising Contracts for all Kingdom Holdings Publications for which Area Director is responsible in any consecutive two (2) calendar month period during the term hereof and (ii) Area Director is operating in accordance with all of Kingdom Holdings' standards and procedures, including those set forth in Kingdom Holdings Administration Manual.

4. **COMPENSATION.** As compensation for Area Director's services under this Agreement, Kingdom Holdings shall pay Area Director a monthly commission equal to the total Cash Received for each Kingdom Holdings Publication for which Area Director is responsible in the applicable month minus the Kingdom Holdings Cost for such Kingdom Holdings Publication for the applicable month minus the Publication Expense for such Kingdom Holdings Publication for the applicable month. If, in any month, the Cash Received is not sufficient to cover the Kingdom Holdings Cost and Publication Expenses, Area Director will not receive a commission in such month, and the amount equal to the portion of the Kingdom Holdings Cost and Publication Expenses that was not covered by the Cash Received shall continue to be due and will be deducted from Cash Received in subsequent month(s). For the purposes of this Section 4:

(i) "Cash Received" means all revenue actually received by Kingdom Holdings from advertisers, residential communities or other organizations under the terms of a Publication Contract or Advertising Contract related to a particular Kingdom Holdings Publication;

(ii) "Kingdom Holdings Cost" means fifteen percent (15%) of the Advertising Value of each Kingdom Holdings Publication, whether or not Kingdom Holdings actually receives payment for the advertisements;

(iii) "Advertising Value" means the value of the advertising in each Kingdom Holdings Publication, as determined by Kingdom Holdings in its discretion; and

(iv) "Publication Expense" means Kingdom Holdings actual cost to design, publish, print, and deliver each Kingdom Holdings Publication, including, without limitation, design fees, printing costs, postage, administrative costs, including allocable portions of salaries, computer systems, etc., and any miscellaneous fees, including, without limitation, ad creation fees and fees for additional samples requested by Area Director.

Area Director acknowledges and agrees that, upon full execution of this Agreement, Area Director will be assigned a monthly deadline for advertising and content submission, by Kingdom Holdings in Kingdom Holdings' discretion. The deadline will be on the first (1st), fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), or twenty-fifth (25th) day of each month. If Area Director receives a monthly deadline of the first (1st) day of the month, the commission, if any, will be paid to Area Director between the fifteenth (15th) and the twentieth (20th) of that month. If Area Director receives a monthly deadline of the twentieth (20th) or twenty-fifth (25th) day of the month the commission, if any, will be paid to Area Director between the fifteenth (15th) and the twentieth (20th) of the following month. If Area Director receives a monthly deadline of the fifth (5th), tenth (10th), or fifteenth (15th) day of the month, the commission, if any, will be paid to Area Director between the first (1st) and fifth (5th) of the following month. Commission payments shall be accompanied by an accounting and reconciliation of the commissions being paid.

Kingdom Holdings may provide Area Director with a compensation advance during the first six (6) months of this Agreement, at the sole discretion of Kingdom Holdings. Any such advance

would be additional consideration paid to Area Director and would be an obligation that must be repaid to Kingdom Holdings. Any such advance would be evidenced in writing and would subject to the same terms and conditions as the Promissory Note as described in Section 5.

5. PROMISSORY NOTE; DEBT FORGIVENESS. SECTION DELETED

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(i) As additional consideration for this Agreement and for the opportunity provided by Kingdom Holdings and for the services provided by Kingdom Holdings, Area Director agrees to pay to Kingdom Holdings the sum of \$30,000.00, plus interest at a rate of _____ % per annum from the date of the execution of this Agreement, until all principal and interest are paid in full.

(ii) The debt obligation provided for in Section 5(i) above shall be evidenced by a Promissory Note to be executed contemporaneously with this Agreement which shall require Area Director to make monthly payments of principal and interest as indicated in the Promissory Note. Payments shall be made each month, with the first such payment beginning six (6) months after the execution of said Promissory Note, and with like payments continuing on the first day of each and every month thereafter until paid in full, subject to Section 5(iii) below.

(iii) The Promissory Note provided for in 5(ii) above shall further provide that if the total revenue generated by Area Director with respect to Kingdom Holdings Publications for which Area Director is responsible is equal to or greater than \$ _____ for the first year, then and in that event, \$15,000.00 of the Promissory Note shall be forgiven by Kingdom Holdings. Area Director shall remain liable for all other amounts owing under the Promissory Note notwithstanding any additional revenue generated by Area Director.

6. AREA DIRECTOR'S DUTIES. In addition to those obligations described elsewhere in this Agreement, during the term of this Agreement or any renewal thereof, Area Director shall:

(i) Solicit contracts for Kingdom Holdings Publications from residential communities within the Territory ("Publication Contracts") and for advertising in such Kingdom Holdings Publications from advertisers ("Advertising Contracts") (the Publication Contracts and Advertising Contracts are referred to collectively herein as the "Publication and Advertising Contracts"), quoting only such prices and terms as are set by Kingdom Holdings (or otherwise approved by Kingdom Holdings in writing) and using the form contracts required by Kingdom Holdings. All Publication and Advertising Contracts will be between Kingdom Holdings or its affiliates and the residential community or advertiser, as applicable, and Area Director will not be a party to, or a third-party beneficiary of, any such Publication or Advertising Contract. Additionally, all fees and amounts payable under the Publication and Advertising Contracts must be paid directly to Kingdom Holdings or its designee in accordance with the terms thereof, and Area Director shall not accept any payments from any advertiser or residential community;

(ii) Promptly forward to Kingdom Holdings all Publication and Advertising Contracts which have been executed by the residential community or advertiser, as applicable, for review, approval, and execution by Kingdom Holdings; and

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(iii) Diligently promote the sale of, and stimulate interest in, the Kingdom Holdings Publications and advertising therein within the Territory.

7. INDEPENDENT CONTRACTOR STATUS.

(i) Except as specifically provided herein, Kingdom Holdings shall not control the details, manner or means by which Area Director performs Area Director's obligations hereunder in any material respect. Area Director agrees to perform such obligations hereunder solely as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Area Director is not authorized to enter into or commit the Company to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the Company.

(ii) Except as otherwise specifically provided herein, at all times during the term of this Agreement, or any renewal thereof, Area Director shall exercise Area Director's own independent professional judgment in connection with Area Director's performance of obligations and duties arising under this Agreement.

(iii) Nothing contained herein or in any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between Kingdom Holdings and Area Director. Area Director is an independent contractor and not an employee of Kingdom Holdings or any of its subsidiaries or affiliates. The consideration set forth in Sections 4 and 5 shall be the sole consideration due Area Director for the services rendered hereunder. It is understood that Kingdom Holdings will not withhold any amounts for payment of taxes from the compensation of Area Director hereunder. Kingdom Holdings shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Area Director or any other person consulted or employed by the Area Director in performing services under this Agreement. All such costs shall be Area Director's responsibility. Area Director will not represent to be or hold itself out as an employee of Kingdom Holdings and Area Director acknowledges that Area Director shall not have the right or entitlement in or to any of the pension, retirement, medical, dental, life insurance, 401(k) program, stock option plan, stock purchase plan, vacation leave, sick leave and/or holidays leave or any other benefit programs now or hereafter available to Kingdom Holdings' regular employees. Area Director shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

(iv) Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Area Director's sole responsibility, and Area Director shall indemnify and hold Kingdom Holdings harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

(v) If, notwithstanding the parties' specific intention and agreement as set forth herein, Area Director is finally adjudged to be an employee of Kingdom Holdings by a



court of competent jurisdiction, then to the maximum extent permitted by applicable law, such status shall not entitle Area Director to, and Area Director specifically waives entitlement to any and all Kingdom Holdings' employee benefits, including but not limited to, medical, dental, life insurance, 401(k) program, stock option plans, stock purchase plan, vacation leave, sick leave and holidays. In the event Area Director is finally adjudged to be entitled to any of such benefits by a court of competent jurisdiction, Kingdom Holdings shall be entitled to recover from Area Director the fair market value of any such benefits if, and to the extent that, the monetary compensation payable to Area Director under this Agreement exceeds the reasonable salary, prorated for the term of this Agreement, that Area Director would have received if Area Director had actually been hired, as of the effective date of this Agreement, as an employee of Kingdom Holdings to do equivalent work.

(vi) Area Director shall devote such time to the performance of Area Director's obligations and duties hereunder as is necessary for satisfactory performance; however, Area Director shall have no obligation to work any particular hours or days or any particular number of hours or days.

8. **INSPECTION OF BOOKS AND RECORDS.** Kingdom Holdings, or its agents, shall be entitled to inspect the books and financial records of Area Director at all reasonable times, and Area Director hereby authorizes Kingdom Holdings, or its agents, to inspect such records.

9. **CONFIDENTIALITY AND NONCOMPETITION.**

(i) **Confidentiality.** Area Director agrees that the Confidential Information (defined below) is solely owned by Kingdom Holdings and this Agreement will not grant to Area Director any rights in or to the Confidential Information. Area Director further agrees that the use or duplication of any of the Confidential Information in any other business would constitute an unfair method of competition. Area Director acknowledges that Kingdom Holdings desires to maintain the confidentiality of the Confidential Information and is making such information available to the Area Director for use only in connection with acting as an independent sales agent of Kingdom Holdings under the terms and conditions of this Agreement. Area Director further acknowledges and agrees that the Confidential Information is proprietary to and a valuable trade secret of Kingdom Holdings and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to Kingdom Holdings. In consideration of the opportunity to obtain access to the Confidential Information, Area Director hereby agrees as follows:

(a) Not to use the Confidential Information for Area Director's own use or for any other purpose except to carry out Area Director's obligations as an independent sales agent for Kingdom Holdings under this Agreement and not to disclose the Confidential Information, except (i) as may be required by law, or (ii) to outside counsel, accountants, and other representatives of Area Director. In the event Area Director or any persons to whom Area Director discloses the Confidential Information become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Area Director will provide Kingdom Holdings with prompt prior written notice of such requirement so that Kingdom Holdings may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof. In the event that such



protective order or other remedy is not obtained, or that Kingdom Holdings waives compliance with the provisions hereof, Area Director agrees to furnish only that portion of the Confidential Information which Area Director is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information;

(b) To ensure that all outside counsel, accountants and other representatives of Area Director who are given access to the Confidential Information on behalf of Area Director will abide by the confidentiality provisions of this Agreement. Area Director shall be fully responsible for any breach of this Agreement by any person to whom access to the Confidential Information is given by the Area Director or its representatives;

(c) Not to make copies of the Confidential Information; and

(d) Upon termination or expiration of this Agreement, to promptly return to Kingdom Holdings any and all Confidential Information and all copies thereof.

As used in this Agreement, the "Confidential Information" means information, oral or written, know-how and documents relating to Kingdom Holdings or the Kingdom Holdings Publishing Business, furnished by Kingdom Holdings, or representatives of Kingdom Holdings, to Area Director. Kingdom Holdings' Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems and indicia of origin used by Kingdom Holdings in connection with the operation of the Kingdom Holdings Publishing Business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to Area Director by Kingdom Holdings or its representatives. The term Confidential Information does not include information which Area Director can establish (i) is or becomes generally available to the public other than as a result of disclosure by Kingdom Holdings, or (ii) becomes available to the Area Director from a source other than Kingdom Holdings or the representatives of Kingdom Holdings, provided that such source is not and was not bound by a confidentiality agreement with Kingdom Holdings.

(ii) Noncompetition. Area Director represents that Area Director is not currently working with or for, and that Area Director is not currently engaged in any capacity by, any individual, entity, organization, or company that conducts a business similar to or in competition with the Kingdom Holdings Publishing Business, including any business that serves the informational needs of neighborhoods, residential communities, homeowners' associations ("HOAs"), and other similar groups by providing newsletters, magazines, periodicals, websites, or any similar media ("Competitive Business"). Area Director specifically acknowledges that Area Director will receive valuable Confidential Information beyond Area Director's present skills and experience and that such Confidential Information provides a competitive advantage. In consideration for gaining access to such Confidential Information, Area Director agrees that:

(a) During the term of this Agreement, Area Director shall not work with or for, or be engaged in any capacity by, any individual, entity, organization, or company, in any Competitive Business at any location within the United States, its territories or

commonwealths, or any other country, province, state or geographic area in which Kingdom Holdings or its affiliates have used, sought registration of or registered the Marks or similar marks or operated or granted others the right to operate a business (including acting as a sales agent or publisher) under the Marks or similar marks; and

(b) For a period of twenty-four (24) months immediately following the expiration, termination, assignment or transfer of this Agreement ("Non-Compete Period"), Area Director will not compete, directly or indirectly, with Kingdom Holdings (or its successors and assigns) or work with or for, or be engaged in any capacity by, any individual, entity, organization, or company, in any Competitive Business within the Territory described in Exhibit "A," attached hereto or within one hundred miles of such Territory, or within one hundred miles of any other territory in which Kingdom Holdings operates the Kingdom Holdings Publishing Business, directly or through a sales agent or area director. Without limiting the generality of the foregoing, during the Non-Compete Period, Area Director will not, directly or indirectly, solicit sales agents, publishers, or employees of Kingdom Holdings or business from customers or clients (including residential communities and advertisers) of Kingdom Holdings nor shall Area Director engage in any business activities that are the same as or similar to those of the Company.

(iii) Reasonableness of Covenants. Area Director agrees that the preceding covenants contain reasonable limitations as to time, geographical area and scope of activity to be restrained and such limitations do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Kingdom Holdings. Each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 9 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Kingdom Holdings is a party, Area Director expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 9. Area Director further understands and agrees that Kingdom Holdings will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section, or any portion thereof, without Area Director's consent, effective immediately upon notice to Area Director, and Area Director agrees that Area Director will promptly comply with any covenant as so modified.

10. USE OF MARKS AND COPYRIGHTED MATERIALS. In furtherance of Area Director's appointment, Kingdom Holdings grants Area Director a limited license to use those Kingdom Holdings trademarks and service marks ("Marks") and copyrighted materials ("Copyrighted Material") designated by Kingdom Holdings, solely for the purpose of advertising and promoting the Kingdom Holdings Publishing Business in the Territory. Due to the nature of the relationship between the parties and for their mutual benefit, the license is granted royalty-free. Area Director further expressly agrees that:

(i) Kingdom Holdings is the lawful owner of the Marks and the Copyrighted Materials. Area Director's interest in the Marks and the Copyrighted Materials is solely that of a licensee, and all goodwill attributable to the use of the Marks in the Territory will accrue to the benefit of Kingdom Holdings. Area Director disclaims any proprietary interest in any of the



Marks and the Copyrighted Materials.

(ii) Area Director shall not use the mark "Kingdom Holdings" or "Kingdom Holdings Publishing" or any abbreviation, acronym or variation of those words as part of Area Director's name or that of any business entity in which Area Director owns or holds an interest.

(iii) Area Director shall use the Marks in the precise form that Kingdom Holdings prescribes and shall observe Kingdom Holdings' directions regarding the presentation, display and use of the Marks and the use, copying and distribution of the Copyrighted Materials.

(iv) Director shall not establish an Internet website which uses the Marks or the Copyrighted Material. Area Director acknowledges that Kingdom Holdings has established and maintains an Internet website that provides information about the Kingdom Holdings Publishing Business. Kingdom Holdings will have sole discretion and control over the website's design and contents. Area Director acknowledges that Kingdom Holdings is the lawful, rightful and sole owner of the Internet domain name, www.lifestylepubs.com and www.hendersonlifestyle.com, and unconditionally disclaims any ownership interest in that or any colorably similar Internet domain name. Area Director agrees not to register any Internet domain name in any class or category that contains the words "Kingdom Holdings" or "publishing" or any abbreviation, acronym or variation of those words.

(v) Area Director shall obtain Kingdom Holdings' prior approval for all advertising and promotional materials that Area Director desires to use and that have not been prepared or previously approved by Kingdom Holdings. Area Director shall submit such unapproved plans and materials to Kingdom Holdings (by personal delivery, by facsimile or through the mail). Area Director shall not use such plans or materials until approved by Kingdom Holdings. Area Director shall promptly discontinue use of any promotional or advertising plans or materials upon notice from Kingdom Holdings to do so.

11. DEDICATED TELEPHONE NUMBER.

(i) At all times during the term of this Agreement, Area Director shall maintain, at Area Director's sole cost and expense, a dedicated telephone line/number ("Dedicated Telephone Number") with answering machine or answering service for Area Director's operations as an Kingdom Holdings Area Director. Area Director shall give only such Dedicated Telephone Number to advertisers, residential communities, and other organizations or individuals in connection with Area Director's operation as a Kingdom Holdings Area Director.

(ii) Area Director hereby appoints Kingdom Holdings as Area Director's true and lawful attorney-in-fact, with full power and authority to assign to Kingdom Holdings upon the termination, expiration, or transfer of this Agreement all rights to the Dedicated Telephone Number(s) and any business listings related thereto. Such power of attorney shall survive the expiration or termination of this Agreement, and Area Director agrees to execute such forms and documents as Kingdom Holdings deems necessary to appoint Kingdom Holdings as Area Director's true and lawful attorney-in-fact with full power and authority for the foregoing purposes. Kingdom Holdings will not assume any obligations for costs or expenses



related to such Dedicated Telephone Number(s) that accrued prior to the date on which Kingdom Holdings acquired the Dedicated Telephone Number(s).

12. TRANSFER AND ASSIGNMENT.

(i) **By Kingdom Holdings.** Kingdom Holdings shall have the right to transfer and/or assign this Agreement to any person or legal entity without prior notice to, or consent of, Area Director.

(ii) **By Area Director.** Area Director shall not transfer or assign this Agreement without Kingdom Holdings' prior written consent. Any such consent may be conditioned on the proposed transferee or assignee meeting Kingdom Holdings' then-current qualifications and standards for a Kingdom Holdings Area Director. Any attempted transfer or assignment without Kingdom Holdings' prior written consent shall be invalid and unenforceable. The parties acknowledge and agree that if Kingdom Holdings consents to a transfer or assignment of this Agreement by Area Director to a third-party that meets Kingdom Holdings' qualifications and standards for Kingdom Holdings Area Director, then and in that event, all commission rights to which Area Director is entitled under this Agreement related to the Publication and Advertising Contracts for which Area Director is responsible shall also be transferred to such third-party.

13. TERMINATION.

(i) **By Kingdom Holdings.** Kingdom Holdings may terminate this Agreement immediately upon written notice to Area Director, without an opportunity to cure if: (a) Area Director transfers or assigns, or attempts to transfer or assign, this Agreement in violation of Section 12 of this Agreement, or (b) if Area Director uses the Marks or Copyrighted Materials or uses or discloses the Confidential Information in violation of this Agreement. In addition, upon Area Director's failure to comply with any other provision of this Agreement (including, without limitation, Area Director's failure to remain in Good Standing) and Area Director's failure to cure such breach within thirty (30) days following written notice from Kingdom Holdings, Kingdom Holdings may terminate this Agreement upon written notice to Area Director.

(ii) **By Area Director.** Upon Kingdom Holdings' failure to comply with any material provision of this Agreement and its failure to cure such breach within thirty (30) days following written notice from Area Director, Area Director may terminate this Agreement upon written notice to Kingdom Holdings.

14. OBLIGATIONS OF AREA DIRECTOR UPON TERMINATION. Upon the expiration or termination of this Agreement, all rights granted to Area Director hereunder shall immediately terminate, and Area Director shall:

(i) Immediately cease to conduct operations as an area director or sales agent of Kingdom Holdings in the Territory;



(ii) Promptly discontinue all further uses of the Marks and Copyrighted Materials and take appropriate action to return all Copyrighted Materials and Confidential Information in Area Director's possession or within Area Director's control to Kingdom Holdings;

(iii) Comply with the covenants set forth in Sections 9(i) and 9(ii) hereof;

(iv) At Kingdom Holdings' option, assign to Kingdom Holdings all rights to the Dedicated Telephone Number(s) and any related business listings and execute all forms and documents required by Kingdom Holdings to transfer such service and numbers to Kingdom Holdings. Area Director agrees to use different telephone numbers at or in connection with any subsequent business conducted by Area Director; and

(v) Pay to Kingdom Holdings all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Kingdom Holdings subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14.

15. **STANDARD OF CARE.** Area Director will perform Area Director's duties hereunder using a fair and reasonable standard of care, skill and diligence as would normally be provided by an experienced publisher performing work similar to the services to be provided under this Agreement.

16. **INDEMNIFICATION.** Area Director shall indemnify and hold Kingdom Holdings, its affiliates, and their respective officers, directors, employees, owners, agents, representatives, and independent contractors, past or present, harmless, to the fullest extent permitted by law, from any and all losses and expenses (defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any act or omission, whether actual or alleged, negligent or otherwise, of Area Director, its employees or agents, in connection with the performance of Area Director, its employees or agents, under this Agreement or the breach by Area Director of any representation or warranty herein. "Losses and expenses" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to Kingdom Holdings' reputation and goodwill, and other such amounts incurred in connection with the matters described. This indemnity shall survive the expiration or termination of this Agreement.



17. **NOTICES.** Any and all notices required or permitted under this Agreement must be in writing and personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the parties at the following addresses until a different address is designated by written notice to the other party:

Notices to Kingdom Holdings:Kingdom Holdings, L.L.C.

Attn: Steven Schowengerdt, Resident Agent
14221 Metcalf, Suite 119
Overland Park, Kansas 66223
Facsimile: 888.599.0733

Notices to Area Director:

RANDY HARDING
12142 BURNS
GARDEN GROVE, CA 92840
Attention: RANDY HARDING
Facsimile: ()

18. **ENTIRE AGREEMENT.** This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Kingdom Holdings and Area Director concerning the subject matter hereof, and supersede any prior agreements. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by Kingdom Holdings and Area Director.

19. **APPLICABLE LAW.** This Agreement shall be interpreted and construed under the laws of the state of Kansas, which laws shall prevail if there is any conflict of law (without regard to, and without giving effect to, the application of Kansas conflict of law rules).

20. **JURISDICTION AND VENUE.** Area Director irrevocably consents to the personal jurisdiction of the state and federal courts located in the state, county, or judicial district in which Kingdom Holdings' principal place of business is located and hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision. Area Director hereby agrees that service of process may be made upon Area Director in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Kansas or federal law and further agree that venue for any proceeding relating to or arising out of this Agreement shall be the county or judicial district in which Kingdom Holdings' principal place of business is located; provided, however, that Kingdom Holdings may bring any action for injunctive or other extraordinary relief in any state or federal district court which has jurisdiction.

21. **REMEDIES CUMULATIVE.** No right or remedy conferred upon or reserved to Kingdom Holdings or Area Director by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate, on the date first written above, each intending to be legally bound by its terms.

AREA DIRECTOR:

By: RANDY HARDING
Name: RANDY HARDING
Title: AREA DIRECTOR

KINGDOM HOLDINGS:

**KINGDOM HOLDINGS, L.L.C., a
Kansas Limited Liability Corporation:**

By: Steven Schowengerdt
Name: Steven Schowengerdt
Title: CEO

Exhibit A

TERRITORY

The Territory is: ~~Aliso~~ Orange County, CA.

EXHIBIT 2

KUDOS[®]

NEWPORT BEACH | LIVING LOCAL

NOVEMBER 2018

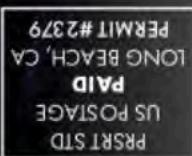
Charlie &
Ling Zhang

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your Time

Harvest Pumpkin Pie

Laguna Art Museum's
Centennial Year





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An Invitation to Discover the World



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Adam Martindale, Food & Wine Group Specialist 206-399-2138

Jeanita Martindale, Cruise Specialist 206-909-2974

cruisewithtravel.com | amartindale@crusieplanners.com

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www.goo.gl/HTLrmV



JUNE 23RD, 2019

**Oceania Riviera - Cruise the Mediterranean with
the Veggie Queen, Jill Nussinow
Rome to Venice - 11 days**

The extraordinary voyage reveals some of the finest artworks, greatest architectural achievements, and most legendary historic sites in the world. Includes FREE Airfare, Pre-Paid gratuities, 6 Shore Excursions, and Cooking Classes, Seminars, and a Cocktail Party with Jill, The Veggie Queen.

www.goo.gl/DChmWZ



OCTOBER 8th, 2019

**Oceania Riviera - Fall Foliage Cruise with
Mainly Mozart**

Montreal to New York 11 days

Enjoy Private Performances by Well-Known Musicians such as John Kimura Parker. Includes FREE Airfare, 6 Shore Excursions, and Pre-Paid Gratuities.

www.goo.gl/etXRo6



SEPTEMBER 29TH, 2019

Oceania Marina - VeganCruisade

Lisbon to Monte Carlo - 7 days

VeganCruisade, is the first ever Plant Based Vegan Cruise. Join us for 7 days of fun and entertainment aboard the luxurious MS Marina and experience Oceania's award-winning cuisine. Choose from 250 plant-based vegan dishes and never pay extra in any of the on-board specialty restaurants. Includes FREE Airfare, 4 Shore Excursions, Unlimited Internet, Pre-Paid Gratuities, Vegan Group Cocktail Party, and Gourmet Vegan Menus.

www.goo.gl/HB7ZFz



DECEMBER 7TH, 2019

**Oceania Sirena Stars of the
Vine Coastal Wine Cruise**

Round-Trip Los Angeles - 7 days

Sit back and relax as the Luxury Oceania Sirena sails to 5 different wine regions in California & Mexico Experience wineries in Napa, Sonoma, Monterey, Santa Barbara and Valle de Guadalupe, Mexico. Includes 4 Shore Excursions, Wifi, and Pre-paid Gratuities.

www.goo.gl/jZemSI



PUBLISHER'S LETTER

dear readers,

WELCOME TO KUDOS NEWPORT BEACH! As a tireless globetrotter, I feel very fortunate to have found and had the chance to live in Newport Beach. This extraordinary piece of California coast, with its climate and charisma, always surprises the traveler. Newport Beach has had a relevant role in the fascinating history of the remarkable emergence of Orange County from a small agricultural region to an economic powerhouse.

Over the last 15 years, I have discovered the most beautiful corners of this city, met the most giving people, and enjoyed its natural beauty and entrepreneurial spirit. KUDOS Newport Beach congratulates those people who through their effort, contributions, innovation, work ethic, and love for the community, have transformed and continue adding value to what Newport Beach is today.

Kudos comes from Greek and means "Glory." The word entered the English Language as slang used in British universities during the 19th Century. Later, in the 1920's, the word was used predominantly to designate praise given.

Our mission is to be a representation of the true pulse of the community by covering the finest in local living, from homes and travel to entertainment, philanthropy, sports, the arts, dining and more. All contents are produced locally by many specialized writers that understand the idiosyncrasies of our community and can easily spotlight local heroes, innovative ideas, as well as entrepreneurs and the unique philanthropic spirit of its residents.

We love to hear from you and encourage you to contact us. Tell us your story.

Finally, we want to thank our advertisers, collaborators and all of those that have made KUDOS Newport Beach possible.

An ideal is always a horizon, thus we like to encourage our readers, advertisers and collaborators to think big and be proactive. As Picasso once said, "Everything that you can imagine is real."



Ana Launes, Publisher
ana.launes@kudosnb.com

kudosnb.com



KUDOS

NEWPORT BEACH | LIVING LOCAL

Chapman Celebrates



CHAPMAN
UNIVERSITY

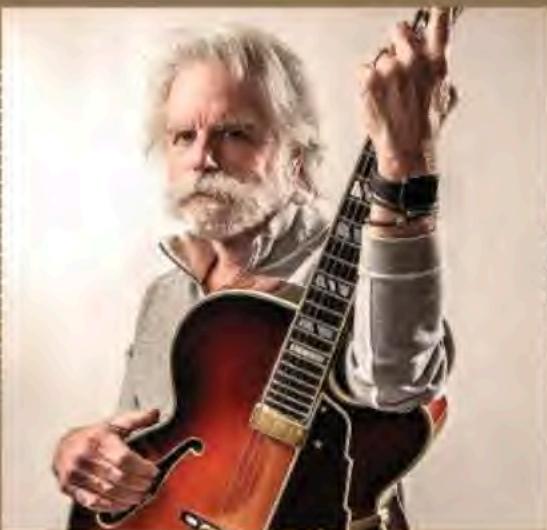
SATURDAY, NOVEMBER 3, 2018

Cocktail Reception Stage Show Gala Dinner

ONE EPIC NIGHT FOR STUDENT SCHOLARSHIPS

Now in its 37th year, Chapman Celebrates brings the magic of Broadway to Chapman University's spectacular Musco Center for the Arts in a heart-pounding showcase of talent and artistry. This beloved Orange County tradition has raised more than \$35 million in scholarship funds for deserving students.

Join us in this celebration of all things Chapman and discover what happens when untamed potential meets boundless opportunity: **ANYTHING IMAGINABLE**.



BOB WEIR

Founding Member of the Grateful Dead

2018 Lifetime Achievement in the Arts Award

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Gala Chairs

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DANIEL TEMIANKA, M.D.

Citizens of the Year

CASEY KASPRZYK '01
Alumni Achievement Award

Chapman.edu/gala-night

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For sponsorship information or tickets, please contact Tam R. Thompson at (714) 744-7000 or tmompson@chapman.edu

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EDITOR SPEAKS

a giving community

I LOVE THIS COMMUNITY. It is filled with people who give in so many ways. Our Good Times column every month features charity events and the people who support those particular nonprofits, and there are many more we don't have space to highlight.

Our featured story this month details the journey Ling and Charlie Zhang have taken in giving. It didn't matter if they were struggling, they gave to family, friends and their church. And, now that they are very successful, the giving continues, only on a much larger scale. And, their sweet, thankful spirit for what they have been able to achieve in this country permeates everything.

We go back 100 years to look at a group of Laguna Beach artists, who, for the love of art, created the Laguna Beach Art Association and what ultimately became the Laguna Art Museum. The founders were followed by thousands of people, who gave and continue to give, their time, expertise and treasure to create the esteemed museum of California art we have today.

We have a "Ways to Give" feature that suggests charities for which you might consider volunteering. And, there are so many more in this great, giving community of ours. It is the month we celebrate Thanksgiving—an especially good time to help others.

Our Culinary Creations feature has the recipe for a Harvest Pumpkin Pie. Chef Jessica Roy knows how to decorate a pie! Take a look at the wreath of pastry leaves with which she has decorated the pie. It is beautiful (see page 6). So, if you want to impress your family and friends at Thanksgiving dinner, get out your pastry cloth and start rolling. They will definitely be impressed!

We wish you and yours a blessed Thanksgiving.

Until next time,



Donna

Donna Bunce, Editor
dbunce@kudosnb.com

kudosnb.com



KUDOS

NOVEMBER 2018

KUDOS Newport Beach

PUBLISHER

Ana Lourdes Cisneros-Villalobos, Vice President

EDITION

Print: Bi-monthly • Digital: Bi-monthly

ART DIRECTOR

Grace Mary Lanza, Director of Design

CONTRIBUTING WRITERS

Chris Barker • Kristina Danovich
Dawn Gandy

CONTRIBUTING PHOTOGRAPHERS

Ann Crumpton • Gina Conroy Photography
Karen Hillary • Ana Lourdes • Ryan Meech
Carla Phin • Monica Roy • Katal Wozniak

KUDOS Publications

From Many, ONE

People. Places. Things & More.
Our print and digital editions are your source of insightful and inspiring multifaceted stories.

ON THE COVER Ling and Charlie Zhang
accepting the Humanitarian Cultural
Lifetime Award at the Pacific Art Center
October 2017
Photography by Michael S. Kahn



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36 | holiday recipes | Enjoy a classic pumpkin pie with a twist and a perfectly blended holiday cocktail

42 | ways to give | Consider volunteering for one or more of these worthwhile nonprofits



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- In Practice Since 1996, 22 Years of Experience
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PLAUDITS

noun | plau'dit

1. an act or round of applause
2. enthusiastic approval

"Romance of the Mission" Gala a Magical Affair



The historic Mission San Juan Capistrano was the location of the annual "Romance of the Mission" gala, which drew a record 500 guests and raised funds for the Mission Preservation Foundation. The magical evening included a moving concert by Jackie Evancho in the Great Stone Church and a delectable Ritz-Carlton-catered dinner in the Central Courtyard. **Photography Carla Rhea, Val Westover**



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1. Mission Preservation Foundation Executive Director Mechelle Lawrence Adams with honorees and longtime Mission supporters James and Madeline Swindren
2. Grammy and Tony Award winner Jackie Evancho performing in the Ruins of the Great Stone Church
3. Mission Preservation Foundation President George O'Connell and his wife Eden
4. Michael and Vicki Carabini, Tony Moiso (Vicky and Tony are members of the Mission Preservation Foundation)
5. Peter and Connie Sparuzza (Connie is a Mission Preservation Foundation member)
6. The gorgeous table decor was compliments of Roger's Gardens Floral Studio
7. Grammy and Tony-winning artist Jackie Evancho, center, with Bill and Vicki Booth
8. Mission Preservation Foundation member William Cvenigros with his wife Joan, Monsignor Michael McKiernan
9. Model wearing the custom designed swallow pin, courtesy of Lugano Diamonds, valued at \$10,000 as the opportunity prize
10. Roger's Gardens' Gavin Herbert Jr. and wife Keri (members of gala committee), Tim and Melinda Wood
11. Guests Celeste Signorino and Casandra Cricione
12. Guests Lisa and Grant Williams

THE
VILLAGE
INN
RESTAURANT
&
LOUNGE



CHIC

Coastal Cuisine



Celebrating
85 YEARS

LIVE ENTERTAINMENT

WEDNESDAY THROUGH SUNDAY



PLAUDITS

noun | plau dits
1. an act or round of applause
2. enthusiastic approval



1



3



4

Celebrity Benefit Concert & Pageant Draw Praise



IAHA

VAL

AURA

YAMAHA



FESTIVAL

ARTS

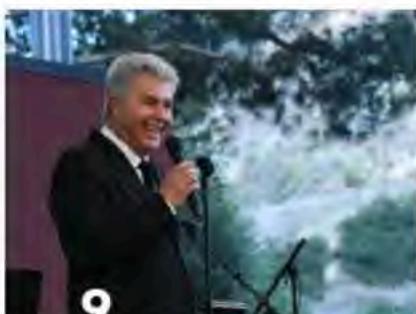
ACURA

YAMAHA



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The annual Celebrity Benefit Concert and Pageant at the Festival of Arts grounds drew thousands of people to view the festival's fine art show with the works of 140 artists, hear Grammy Award-winning vocalist Steve Tyrell perform and enjoy the captivating performance of the critically acclaimed 85th Annual Pageant of the Masters production, themed "Under the Sun."

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10



12

1. Actress and host Sarah Drew, posing with artist Bruce Vanderwilt and his art/Photo: Lily Fassnacht | 2. Pageant Director Diane Challis Davy, Scriptwriter Dan Duling, Director of Marketing Sharbie Higuchi/Photo: Michael Kovac | 3. Celebrity guest Joe Mantegna, right, with his wife Arlene/ Photo: Lily Fassnacht | 4. Celebrity Daniel Henney/Photo: Lily Fassnacht | 5. Celebrity Tricia Helfer/Photo: Michael Kovac | 6. Festival of Arts President David Perry, right, with his wife Terry/Photo: Michael Kovac | 7. "Days of Our Lives" alumni Arianna Zucker and Shawn Christian/Photo: Michael Kovac | 8. Celebrity James Callis/Photo: Michael Kovac | 9. Grammy Award-winning producer and vocalist Steve Tyrell performing at Pageant Concert/ Photo: Michael Kovac | 10. Festival of Arts artists Nikita Young, Rick Graves, and Carla Bosch, with Heather Sudweeks | 11. Celebrity Maria-Elena Laas perusing the art/Photo: Pat Rogers | 12. Festival of Arts raffle sellers selling tickets for a 2019 Acura RDX/Photo: Pat Rogers

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PLAUDITS

noun | plaudits
1. an act or round of applause
2. enthusiastic approval



1



3



4

OCMA Gala Held at its New Interim Home



5

Excitement was in the air as 270 guests gathered at South Coast Plaza Village, Orange County Museum of Arts' home until its new building opens at Segerstrom Center for the Arts in 2021. Guests were thrilled to experience the Thom Mayne-designed building through state-of-the-art virtual reality technology. Dinner was sumptuous, conversation entertaining and smiles abounded!



1

Jungle Adventure Delights Zoo Supporters



2



3



4

The Santa Ana Zoo's 26th annual "Zoolari," hosted by The Friends of the Santa Ana Zoo, drew 300 guests to a moon-lit gathering on the zoo lawn that honored U.S. Bank's staff members. KTLA5's Henry DiCarlo delighted as event emcee/auctioneer, the "Blue Parrot" cocktail and Panache-catered dinner were delish, and dancing to Groove Factory great fun.



5



6

1. Whimsical centerpieces, designed and created by longtime zoo supporter Jon "Rip" Ribble | 2. Santa Ana Zoo Director, Ethan Fisher, Executive Director, Cathi Decker, Friends of Santa Ana Zoo Board President David Exline | 3. Award-winning KTLA Channel 5 newscaster Henry DiCarlo served as gala emcee and auctioneer. More than \$100,000 was netted for the Giant River Otter exhibit | 4. Guests Heather and Jared Ede, Greg Rhtouni and Jane Kutepova | 5. Guests Jeff and Kim Stanga | 6. The Groove Factory band packed the dance floor

Photography Ryan Murphy, Lauren Hillary, Ann Chatillion

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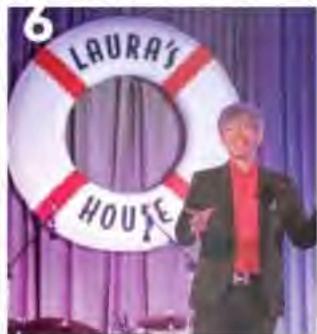
Gallery hours Daily 11-6 call first for V/P Parking

PLAUDITS | incurse | plausis
an act of round all applause
3 enthusiastic approval

“Ports of Call” Gala Beckons Laura’s House Supporters



1. The nautical-themed soiree gathered 300 guests to the Balboa Bay Resort for a “Bon Voyage” to domestic violence, thanks to the herculean efforts of Laura’s House. More than \$485,000 was netted for the cause. Gala Chair Laura Khouri recognized Orange County Sheriff Sandra Hutchens with the Crystal Heart Award and Steven Hittelman, the Legal Leader Award.



1. Gala Chair Laura Khouri and Laura’s House CEO/Executive Director Margaret Bayston | 2. Crystal Heart Award honoree, Orange County Sheriff Sandra Hutchens, with her husband Larry Hutchens | 3. 2018 Legal Leader Award honoree, Steve Hittelman (Partner at Hittelman Strunk Law Group), center, with Kaitlyn Hittelman, right | 4. NBC4 award-winning reporter Vicki Vargas was gala emcee | 5. Ports of call dancers | 6. Magician Johnny Wu entertained

Vanguard University’s Sixth Annual “Priceless” Luncheon



Addressing the issue of human trafficking was again the focus at the “Priceless” luncheon at the Fashion Island Hotel. Vanguard’s Global Center for Women and Justice Director Dr. Sandra Morgan and Open Gate International and Strike Out Slavery founder Deidre Pujols spoke about their amazing work, while human trafficking survivor Stacy Jewell touched hearts about her journey.



1. Co-chair Helen Steinkamp, GCWJ Director Dr. Sandra Morgan, Vanguard University President Michael Beals, keynote speaker Deidre Pujols, co-chair Gwyn Hoyt | 2. Award-winning artist and anti-human trafficking advocacy specialist Stacy Jewell with mistress of ceremonies Deborah Anderson | 3. Acclaimed Angels Baseball first baseman Albert Pujols with Adela Oddo, winner of Albert’s autographed baseball | 4. Committee member Jan Landstrom, Meghan Schoenleber (wife of Outstanding Individual honoree Bradley Schoenleber), committee member Darrellyn Melilli | 5. Open Gate International CEO Judy Lamborn, Deidre Pujols, Dr. Sandra Morgan, Derek Marsh, GCWJ assistant director | 6. Ana Launes and Randy Harding

Photography Bleu Cotton Photography Ann Chatillion



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THE BUZZ

noun j /bʌz/
 1 creates excitement; hype or a thrill
 2 generates hype, cool gossip, talk, excitement



Sandy Segerstrom Daniels, Peyton Marquez, Dean Spanos

FESTIVAL OF CHILDREN CELEBRATES 17 YEARS

Festival of Children showcased the work of 70 local children's charities and offered complimentary activities and entertainment at South Coast Plaza through the month of September. The opening night party in the plaza's Garden Terrace featured the festival's Founder and Executive Director Sandy Segerstrom Daniels, who bestowed the first Carousel Spirit Award on Susie and Dean Spanos (Los Angeles Chargers controlling owner) for their longstanding commitment to children. Peyton Marquez was presented the Fred Award for his work in raising funds for kids with Duchenne Muscular Dystrophy, from which he suffers. FestivalofChildren.org

SAMUEL GIFT ANNOUNCED

Orange County School of the Arts honored alumni parents and longtime supporters Susan and Henry Samueli with the naming of The Samueli Family Art & Science Center at the award-winning school. Thanks to a \$2 million donation by the Samuels to the Masterpiece in the Making Campaign, OCSA's instructional space will increase by 155,000 square feet across four buildings, including the new state-of-the-art Dance, Music and Science Centers. OCSArts.net



David Bumham

OCSA LAUNCHES 32ND SEASON

Orange County School of the Arts' Season Premiere at Balboa Bay Resort featured Broadway star and recording artist David Bumham with exceptional students from the school's Musical Theatre Conservatory. Entertainment also included OCSA's award-winning jazz ensemble and its celebrated performance ambassadors, Montage! The beachfront dinner and concert was enjoyed by 270 guests, raising funds for the OCSA Foundation. OCSArts.net



Sandy Segerstrom Daniels, Kay Fugishige-Yada, Chris Bures / Photo: Kimberly April

CANDLELIGHT CONCERT COMMITTEE TREATED TO MORNING OF FASHION

In anticipation of Segerstrom Center for the Arts' 45th annual Candlelight Concert, members of the event committee gathered at South Coast Plaza's Saks Fifth Avenue for a light champagne breakfast and a private showing of Saks' fall/winter eveningwear collection. Saks' Vice President/General Manager Chris Bures welcomed everyone, including Candlelight Co-Chairs Sandy Segerstrom Daniels and Kay Fugishige-Yada. It was announced that this year's entertainment includes Tony Award winners Susan Egan and John Lloyd Young and Broadway star Tony Yazbeck, followed by music and dancing to the legendary Earth, Wind & Fire. SCFTA.org

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TOWN
HAPPENINGS

Drama from the Front Lines



ANNETTE BENING, ED ASNER AND GARY COLE WILL STAR IN A VETERANS DAY PRODUCTION OF 'IF ALL THE SKY WERE PAPER' AT CHAPMAN UNIVERSITY

Article Dawn Bonker

THE MARK OF A COMPELLING STORY IS THAT IT'S TOLD OVER AND OVER, SOMETIMES EVEN TO THE SAME LISTENERS, WHO OFTEN HEAR SOMETHING NEW IN EACH RETELLING.

So it is with "If All the Sky Were Paper," a play by Chapman University Presidential Scholar Andrew Carroll that features readings of letters written by service people in American conflicts from the Revolutionary War to the U.S. war in Afghanistan. With support from the National Endowment for the Arts and Cal Humanities, the play toured the nation for two years and was

featured at the Kennedy Center and the Kirk Douglas Theatre, where it featured star performers Annette Bening and Gary Cole.

Now, in honor of the 100th anniversary of Veterans Day, the play returns to campus for a special performance featuring television legend Ed Asner, who will join Bening and Cole in the one-night production.

Audiences will truly hear something new, too. In addition to redesigned multimedia elements, the Saturday, Nov. 10, production will feature original music by composer Peter Boyer, whose "Ellis Island: The Dream of America" was recorded at



Left: Chapman University theatre students perform in the 2010 world premiere of "If All the Sky Were Paper." **Top:** Chapman Presidential Scholar Andrus Carroll with bins of letters from American servicemen. **Middle:** Oscar-nominee Winona Ryder, a recipient of Chapman's Lifetime Achievement Award, will perform in the Veterans Day production of "If All the Sky were Paper." **Bottom:** The special production will include an original score by Grammy-nominated composer Peter Boyer. Photo: Benjamin Salonga

Segerstrom Concert Hall for PBS' "Great Performances" series.

Unchanged, though, is the power of hearing the stories of those who have served at the front lines of American history.

"It's not political in any way. It's not overly patriotic or anti-war. It's very simply people's stories. They're very moving. It highlights how human beings can really shine and, conversely, how war can really bring out the worst in people," says John Benitz, associate theatre professor at Chapman, who has directed the play several times. "They never fail to move me."

The play is based on Carroll's bestselling books *War Letters* and *Behind the Lines* and brings to life the wartime letters of armed forces members caught up in every American conflict since the Revolutionary War. Selected letters range from those written by wistful farm boys-turned-soldiers to Civil War wives hoping for a loved-one's return.

The human drama in the letters first captured Benitz' imagination in 2010 when he read an article on the letters in National Geographic and reached out to Carroll in hopes of developing a play based on the letters. The two hit it off and began collaborating. Today they continue to adapt the play slightly for each new production.

Like the play, the collection of letters continues to evolve. More than 90,000 letters are now part of Chapman's Center for American War Letters, directed by Carroll and studied by Chapman students and scholars from around the world.

At 90,000 letters, it's easy to imagine that all the most powerful stories have been told. Not so, Carroll says.

"Every time I think we've exhausted the subject matter of love, fear, courage, someone sends me a letter that's unlike any I've read before."

And what has him most excited is his expectation that this new chapter in the archive's history will be its most vibrant.

"I really feel like we've just scratched the surface of what's out there and what's possible," he says.

"If All the Sky Were Paper"

Saturday, Nov. 10, at 7:30 p.m.

Chapman University's Musco Center for the Arts

1 University Drive, Orange

Tickets: \$25-\$55

Veterans and active-duty military may purchase up to two tickets at half price. Please plan to show military ID upon arrival. Parking pass is included in ticket purchase. Advance tickets may be purchased online at Chapman.edu/Tickets.

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A Hundred Year Legacy



Opening in 1918, the Laguna Beach Art Association art gallery, later to evolve to become the Laguna Art Museum.

THE LAGUNA ART MUSEUM COMMEMORATES ITS HISTORY IN A YEAR-LONG CENTENNIAL CELEBRATION

Article Donna Bunce

OUR COMMUNITY IS FORTUNATE TO HAVE IN OUR MIDST AN ART MUSEUM THAT IS CELEBRATING ITS 100TH ANNIVERSARY. What would later be named the Laguna Art Museum was founded on July 27, 1918 by a group of Laguna Beach artists, who opened their first exhibition in a small building on the grounds of the Laguna Beach Hotel. Moving to its present location ten years later, the museum today is a magnet for lovers of California art. Its exhibits feature works of art created by California artists or represent the life and history of the state. Through its permanent collection, its special loan exhibitions, its educational programs, and its library and archive, the museum strengthens the public's knowledge and appreciation of California art of all periods and styles.

Inside view of the Laguna Beach Art Association art gallery, 1923.



The History

Laguna Beach was officially launched as an art colony in 1918 when local artists formed the Laguna Beach Art Association (LBAA), the beginnings of what would eventually become the Laguna Art Museum. LBAA, led by artists Anna Hills and Edgar Payne, opened a small art gallery in a building formerly used as a town hall on the grounds of the Laguna Hotel to showcase local art and later, in 1929, following a successful fundraising drive, opened a custom-designed gallery on the site of the present-day museum on Cliff Drive. The gallery began taking more and more characteristics of a museum and in 1972 was officially named the Laguna Beach Museum of Art, later renamed the Laguna Art Museum in 1986 with the expansion that completed the building as it stands today.



Groundbreaking for the Laguna Beach Art Association art gallery on the site of today's Laguna Art Museum on Aug. 25, 1929. LBAA President Anna Hills, front, from left, William Griffith, H.H. Heckscher, Dr. B.B. Mason (acting city mayor), John Baumgartner, Howard Heester, George Emmons.



Entrance to the museum's centennial exhibition, "Art Colony - The Laguna Beach Art Association, 1918-1935".

Commemorating the Laguna Beach Art Association

Laguna Art Museum opened its centennial year exhibition, "Art Colony: The Laguna Beach Art Association, 1918-1935" on June 24, 2018 (runs through January 13, 2019) to celebrate the art association's history by featuring 100 paintings by major artists that were seen in the original exhibitions. The exhibition challenges existing ideas on what American Impressionism is and shows how California art is a distinct phenomenon with its own styles, themes and personality. Museum Executive Director Malcolm Warner says of the exhibition, "Attendance and feedback has been great. No one with a taste for painting should miss it—it's an immersion in gorgeous color and brushwork as well as the beauty of nature."

Special Anniversary Events

A series of year-long centennial celebrations have occurred, including the Centennial Bash in January, and a California Cool Art Auction (the 36th annual) in February featuring 100 works of art of California's most coveted artists. The museum also participated in the 52nd Patriot's Day Parade in March with a centennial-themed float. The film, *Laguna Art Museum at 100*, was screened in April, the "Art Colony" exhibition opened in June (detailed above), the LBAA Birthday Party was held in August, and the Centennial Ball was held in September at the Festival of Arts grounds. A Centennial Trolley Tour took place in October viewing historic homes of the LBAA founders, and John Wayne Airport is showcasing the exhibition, "Laguna Art Museum: An Artistic Legacy" through December 19.



The LBAA Birthday Party new Orange County Supervisor Lisa Bartlett present a proclamation to honor of the museum's centennial to LAM Executive Director Dr. Malcolm Warner.

"OUR HERO IS ANNA HILLS, THE EDUCATOR AND FUNDRAISER OF THE GROUP (LAGUNA BEACH ART ASSOCIATION). SHE DID MORE THAN ANYONE ELSE TO ESTABLISH THE LAGUNA BEACH ART ASSOCIATION AND LAY THE GROUNDWORK FOR THE CHANGE FROM ART ASSOCIATION TO MUSEUM."

Malcolm Warner, Executive Director, Laguna Art Museum



Laguna Art Museum today



Laguna Art Museum Today

As Executive Director Malcolm Warner puts it, "I'm touched by the idealism of the early Laguna Beach artists. It was a pretty remote place when they came together to form the art association that eventually became the museum. The artistic, Bohemian life had been largely a big city life, but they wanted to create an artistic community that was more in touch with nature. We still feel that in all we do, and all we aspire to do, in today's Laguna Art Museum."

Laguna Art Museum, 307 Cliff Drive,
Laguna Beach/949.494.8971/LagunaArtMuseum.org



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A Grateful, Committed Couple

CHARLIE AND LING ZHANG
ARE PASSIONATE ABOUT GIVING BACK

Article Donna Buncie

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Ling and Charlie's wedding
day on June 8, 1985

NAMED OUTSTANDING PHILANTHROPISTS AT NATIONAL PHILANTHROPY DAY ORANGE COUNTY ON NOVEMBER 15TH SPEAKS TO THE ENORMOUS CONTRIBUTIONS THE ZHANGS HAVE AND ARE CONTINUING TO MAKE TO THIS COMMUNITY

CHARLES (CALLED CHARLIE) ZHANG IS THE PERFECT EXAMPLE OF THE AMERICAN DREAM. Coming to America in 1980 from Shanghai, China, he had his clarinet and \$20 in his pocket. Twenty-one years later, Charlie and his wife Ling sold Pick Up Stix for \$50 million!

Charlie, wanting to be a musician when he arrived in Los Angeles but having no money to pursue it, got a job immediately at a local restaurant as a dishwasher and saved \$7,000 to buy his first Chinese restaurant two years later. An injury to his hand ended his musician's dream, so he continued buying Chinese restaurants.

An event occurred in 1984 that changed his life. He met Ling Wang at church in Cerritos, they dated, and nine months later they were married at Cerritos Christian Church. Ling had immigrated from Taiwan to the U.S. in 1978 and received a bachelor's degree in accounting from Cerritos College before she met Charlie.

Soon after marrying, the Zhangs moved to El Toro, later moving to Laguna Niguel, where they reside today.

They worked well together and in 1989, they launched Pick Up Stix - he as CEO and she as CFO. The company expanded to more than 100 stores and was sold to TGI Friday in 2001 for \$50 million.

Soon after, in 2002, the couple founded Zion Enterprises, a property development company in Laguna Niguel, which is still going strong today. In 2004, they launched Aseptic Solutions USA, a manufacturer and co-packer of nutritional and dietary beverages, which they sold in 2012 to Glanbia Nutritionals for \$60 million.

The couple have continued to partner in businesses throughout the years.

"In the early years, we were devoted to raising our two boys and growing the businesses," Charlie says.

GIVING

The idea of helping people came about soon after they were married, long before Charlie and Ling became millionaires.

"We didn't have much, but we helped community concerns, friends and our church," Charlie says.

"Charlie helped his family in Shanghai with the little that we had," Ling says.

They also helped friends in China who needed financial help, in particular establishing a scholarship fund in Nanking for low-income high school students.

Charlie gives his wife credit for their generosity.

"Ling has a kind heart and brought me to the Lord before we were married," Charlie shares. "I really feel God brought us together."

The couple's philanthropy has been quiet but steady for a long time. It has only been recently that they have stepped into the spotlight with board of directors commitments for Charlie and major donations to Pacific Symphony (they were major sponsors in 2016 of the symphony's Youth Orchestra's trip to China), Bowers Museum, Pacific Chorale and Concordia University, where Charlie is a member of the advisory board. Their church, Church in San Juan Capistrano, continues to be high on their giving list.

The Zhangs latest passion is Orange County Music & Dance, which they established in 2016 to provide a world-class nonprofit performing arts school for students, regardless of their ability to pay. The Irvine-based 21,000 square foot facility offers classes in dance, individual instrumental classes in strings, harp, woodwinds, brass, piano and percussion. There are also voice classes in opera and pop music and theater classes as well. The school boasts eight music rooms, two large dance studios, two conference rooms, a fully equipped recording studio, an in-house café and a 150-seat black box theater. There are close

continued

A GRATEFUL, COMMITTED COUPLE, continued

to 400 students at the school with 80% ages six to 18 and 20% adults, primarily in dance and voice. There is also a summer program for deaf students in dance for their encouragement.

Charlie says the Southern California Children's Choir has made its home at OCM&D, as has the 80-member adult chorus called the American Feel Young Chorus. The school is also a major sponsor for the Orange County Artists Award for high schools competition, which is held at the Irvine Barclay Theatre.

"Some of our students have appeared on 'America's Got Talent,' Charlie says.

He said the school created a pop band to audition for "America's Got Talent," and they won their audition and advanced to the finals, which they didn't win.

"It was a major achievement for our kids," Charlie says. "The video received 400,000 viewers, and many called to audition for the school."

Charlie and Ling hosted a major fundraiser for the school on April 28, 2018 called "From Classical to Rock" for underserved youth from the school to learn and perform alongside professional musicians. Grammy Award-winning bassist and producer Randy Jackson emceed the show, which included John Rzeznik, guitarist and frontman for the Goo Goo Dolls. All the professionals donated their time for the sold-out event, and the proceeds were \$132,050 for the school.

Charlie has received numerous accolades, among them Entrepreneur of the Year by Ernst & Young and, in 2014, the prestigious Ellis Island Medal of Honor, given to those who have made a significant contribution to the U.S. The honors go on and on for this modest man. And, if I were to list the number of charities he and Ling support, it would amaze you.

Their true joy resides in their newest endeavor, Orange County Music & Dance.

"We touch so many lives here," Ling says. "It is such a family atmosphere."

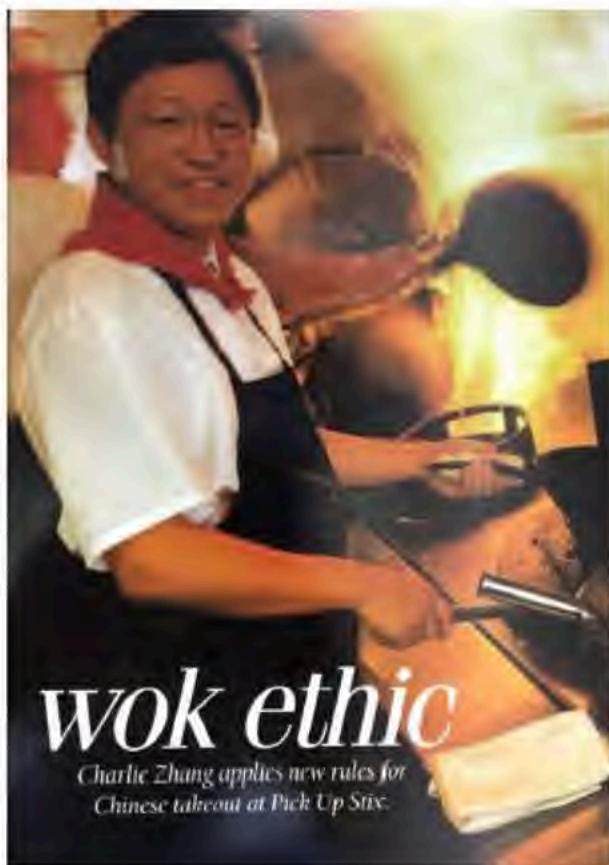
The Zhangs recently committed \$1.1 million to the OCM&D endowment.

"We will continue to provide a place for youth to be nurtured, inspired and empowered," Charlie says. And, Ling adds, "Music is very powerful, and we feel leads the students in the right direction."

"We want to introduce them to a spiritual, church-filled life," Charlie states.

Both Ling and Charlie agree that this country and this community gave them wonderful opportunities to succeed, and that is why they continue to give. If you've ever heard Charlie sing "God Bless America," you would realize his love for this country.

Who would better understand that than a man who came to America with a dream and \$20 in his pocket.



Charlie manning the stove during his Pick Up Stix days



Charlie Zhang receiving
the Ellis Island Metal of Honor, 2014

Ling and Charlie Zhang



Orange County Music & Dance building in Irvine



Charlie and Ling Zhang with members of the Pacific Symphony Youth Orchestra and Pacific Symphony Ensembles Director Shawne Zarubica, left. Students from left - Elaria Leish, Danielle Liu, Shelby Capozzoli, Stephen (Donghyun) Ko, Hampton Douglas



OCMD vocal instructor Julian Miranda with students

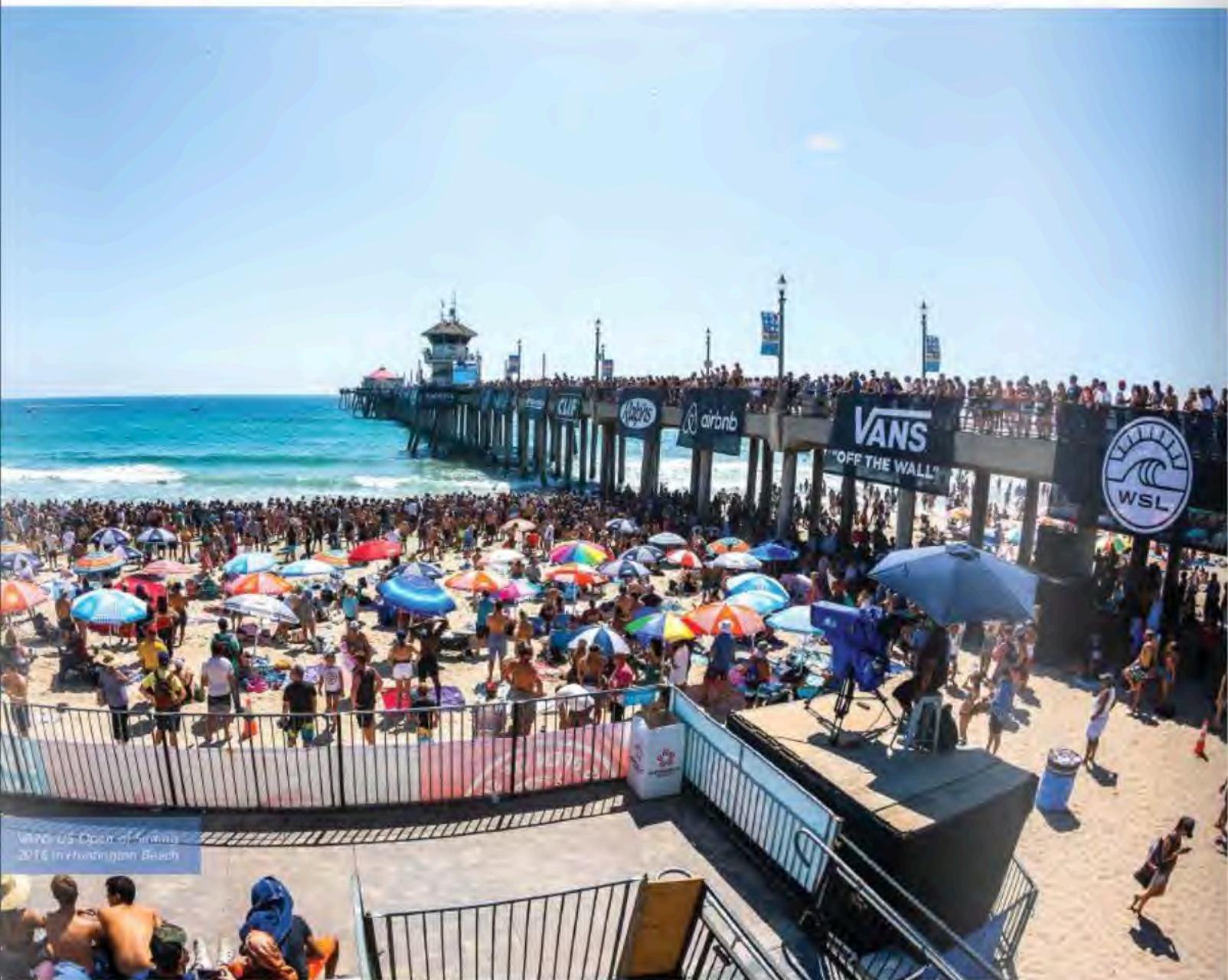


OCMD stage with big screen

LOCAL HEROES

Two Dominate on Home Surf

VANS US OPEN OF SURFING 2018 CROWNS TWO HUNTINGTON BEACH LOCALS



Article Ana Launes

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THIS YEAR, VANS US OPEN OF SURFING CROWNED TWO HUNTINGTON BEACH SURFERS IN EARLY AUGUST AS CHAMPIONS ON ITS HOME SURF. A passionate and determined Courtney Conlogue beat world #1 ranked Stephanie Gilmore for the women's title and Kanoa Igarashi was the first surfer to win back-to-back Men's Opens since Brett Simpson did it eight years ago in 2009-10. Igarashi's battle against Griffin Colapinto turned into an eight-point ride that sealed the deal.

Conlogue, known for her gritty determination and incredible work ethic, is a two-time World Title runner-up (2015, 2016). Originally from Santa Ana, Courtney has made Huntington Beach her surfing home. After winning the first contest she ever entered at age 10, she earned a wildcard into the Maui Pro in Honolulu at 14. In 2009, she won the US Open of Surfing in front of her home crowd, paving the way to the Championship Tour where she finished in the Top 10. In 2015, she participated and won events in Australia, Brazil and Portugal. After overcoming the injuries she had and winning the US Open again, Conlogue said, "My head's in the right spot and I'm just having a good time out there."

Kanoa Igarashi's father, Japanese surfer Tsutomu 'Tom,' moved him to Huntington Beach with the sole purpose of teaching Kanoa the art of surfing. Kanoa quickly became a top-ranked amateur and qualified for the Championship Tour in 2015. He won the Hang Loose Pro and Pantin Classic in 2016, and in 2017 won his first US Open of Surfing in Huntington Beach. This year, Igarashi, who holds dual citizenship, is proudly representing Japan on the global stage, as he looks to surf for them during the 2020 Olympics in Tokyo.

CURTAIN
TIME

Bountiful Memories & Yuletide Celebration



SPENDING AN IRISH CHRISTMAS
AT THE BARCLAY



Article Helena Donovich

CHRISTMAS AT IRVINE BARCLAY THEATRE BEGINS IN NOVEMBER. Thanksgiving revelries give way to magical storytelling and beloved Christmas carols...and the Barclay stage comes alive with all things Christmas—Irish Christmas, that is.

An Irish Christmas event at The Barclay captures the very heartbeat of a traditional Irish Christmas celebration. The jubilant atmosphere reverberates with the infectious rhythm of Irish dance and the ethereal beauty of the music—its joyful harmonies flooded with the sounds of Irish flutes, fiddles and beautiful singing voices. Many have made An Irish Christmas at The Barclay a family tradition.

"Sometimes we have family groups of up to 15 at our shows," says Margaret O'Carroll, president of Kerry Irish Productions, the producer of the show. "It's a total joy-ride for families—from children to seniors—the age range at our shows is across the board."

First presented at The Barclay in 2007, An Irish Christmas has featured countless award-winning Irish dancers and musicians

throughout its seven previous sold-out showings at the theatre. This year's cast includes Caterina Coyne (principal dancer of Riverdance) and world champion dancers Tyler Schwartz and Connor Reider, along with a host of additional world-class singers, dancers and musicians.

Along with showcasing established Irish music and dance stars, O'Carroll says she enjoys guiding and mentoring the next generation of local young talent.

"One of the most satisfying moments is when we can take one of these young dancers and highlight them in the show," she says.

Drawing upon hundreds of years of Irish history, An Irish Christmas honors this festive time of year with glorious music and dance (the footwork is awe-inspiring), bringing a bounty of smiling faces and holiday memories. All that's missing is the lush green countryside. You'll have to travel to Ireland for that!



Kerry Irish Productions

An award-winning cast of Irish dancers, led by Riverdance principal dancer Caterina Coyne and world champion dancer Tyler Schwartz, in a memorable night of family entertainment that sparkles with the charm and magic that only this festive time of the year can bring.

Nov 26

An Irish Christmas

A woman in a blue blouse and brown skirt dancing on stage, and a man in a red vest and black pants standing on stage.



Dec 2

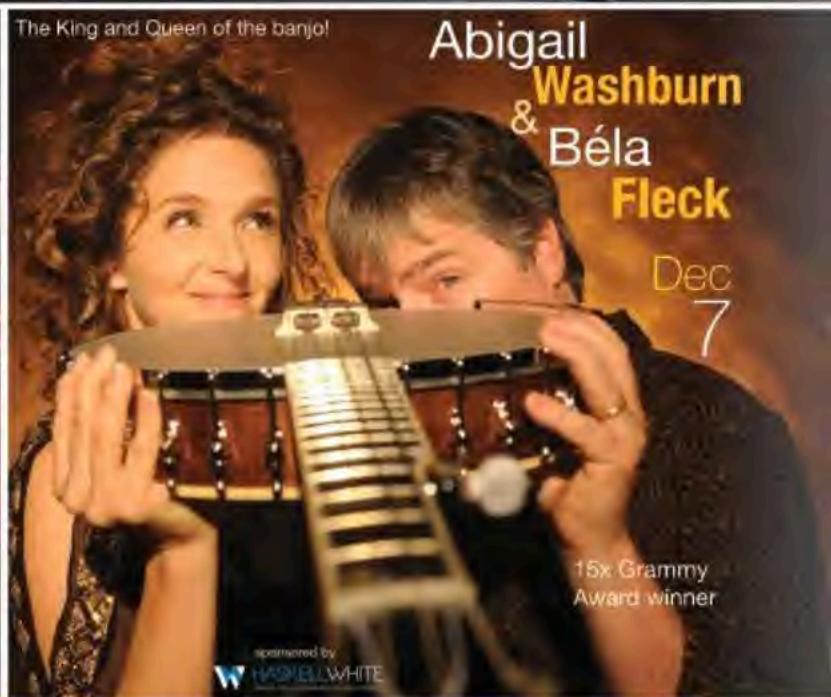
Make the holidays swing!

Ken & Helene Rohl

Dr. Bobby Rodriguez

Latin Jazz Christmas

A man in a festive sweater vest and white shirt performing on stage with a band.



The King and Queen of the banjo!

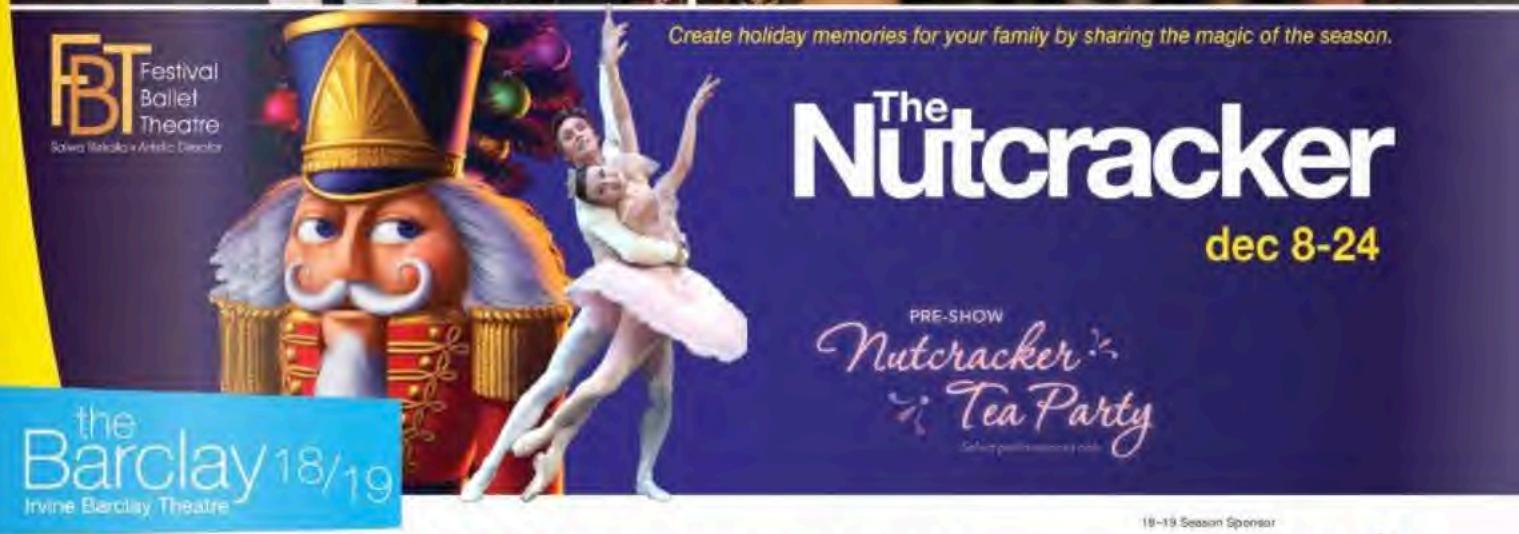
Abigail Washburn & Béla Fleck

Dec 7

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A woman and a man playing banjos together.



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Holiday Recipes

ENJOY A CLASSIC PUMPKIN PIE
WITH A TWIST AND
A PERFECTLY BLENDED
HOLIDAY COCKTAIL

Article + Photography Chef Jessica Roy



HARVEST PUMPKIN PIE

NOTHING REPRESENTS THE FEELING OF THE HOLIDAYS AND THAT CELEBRATORY SPIRIT LIKE A HOMEMADE PIE.

In the following recipe, I put a fun twist on an American classic. I made a decorative wreath (pictured) out of extra pie dough rolled thin and shaped. The wreath is optional but achievable for the ambitious cook. Layer the rolled dough in a 10-inch circle, egg wash, and bake until golden.

INGREDIENTS

The Crust	1 ½ c. sugar
2 ½ c. flour	1/4 c. molasses
1 tsp. salt	1 ½ tsp. salt
12 tbs. butter, chilled	2 tsp. cinnamon
¼ c. vodka, chilled	1 tsp. ground ginger
¼ c. water, chilled	1 tsp. allspice
	1 tsp. nutmeg
	¼ tsp cloves
Egg Wash	The Whipped Cream
1 egg	12 oz. heavy cream, chilled
1tbsp. water, beaten together	1 c. sugar
The Filling:	¼ c. hazelnut liquor, chilled
4 eggs, beaten	Demerara sugar, for Garnish
1 (15 oz.) can pumpkin	

METHOD

Mix first three ingredients in a food processor and pulse until mixture resembles crumbs. Add remaining ingredients and pulse until dough comes together. Divide in half. Roll out one half and line pie dish. Roll out other half and use leaf cutters to punch out design. Brush all crust with egg wash before baking (optional). Bake leaves for 12-14 minutes until golden brown. Reserve for garnish.

Take ingredients for the filling and blend in standard mixer until well incorporated. Pour into pie dish. Bake at 400 degrees for 15 minutes. Decrease temperature to 375 degrees and cook for additional 25-30 minutes or until done. After pie has cooled, decorate it.

Place all ingredients for whipped cream in a bowl. Using an electric mixer whip into firm peaks. Serve atop pie and enjoy!



Recipe Courtesy Renaissance Newport Beach
Photo: Jessica Roy

POARCH ROCKIN' THYME COCKTAIL

THIS HOLIDAY COCKTAIL IS PERFECT FOR ENTERTAINING. It can be batch-made ahead of time and shaken with ice to order. The notes of elderflower, pear, and thyme create a perfectly balanced cocktail that will please a crowd.

INGREDIENTS

Cocktail

1.5 oz. vodka
¼ oz. St. Germaine
½ oz. vanilla thyme simple syrup
½ oz. pear nectar
7 medium ice cubes
1 thyme sprig
1 pear wedge

Vanilla Thyme Simple Syrup

1c. white sugar
1c. water
3 tbs. good vanilla extract
7 sprigs fresh thyme

METHOD

Simple Syrup

Place water and sugar in a small saucepan and bring to a boil. Turn heat off and add thyme. Let steep for a minimum of 2 hours up to overnight. Strain out thyme when ready and add vanilla to finish.

For the Cocktail

Place all ingredients in a cocktail shaker. Shake for 10 seconds. Pour into chilled coupe glasses and garnish with fresh pear and remaining thyme sprig. Enjoy!



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WHAT'S ON

month's what's on
dates to remember
noted events and activities

NOVEMBER

"KNIGHTS IN ARMOR"*Bowers museum*

"Knights in Armor" features stunning masterpieces of European arms and armor, dating from the Medieval and Renaissance ages to the Romanticized Medieval revival of the 1800s. Featured are pieces of armor, including full suits, helmets, corselets, shields, swords and paintings on loan from the Museo Stibbert of Florence, Italy. [Bowers.org](#)

"WESTSIDE STORY"*Coast Hills Auditorium*

Enjoy the concert version of the 1961 award-winning musical, "West Side Story," performed by South Coast Symphony at Coast Hills Auditorium in Aliso Viejo. The musical was nominated for 11 Academy Awards and won 10, including Best Picture, becoming the record holder for the most wins of a movie musical. You'll love hearing musical numbers like "Maria," "Tonight," "Somewhere,"

[SouthCoastSymphony.org](#)**"WAITRESS"***Segerstrom Center for the Arts*

The Broadway musical from Grammy Award-winning Sara Bareilles is coming to Segerstrom Hall, as renowned actress/singer Christine Dwyer puts on her apron and bakes her way across the country as she steps into the role of Jenna in the national tour. Dwyer's creds include Sylvia in the national tour of "Finding Neverland" and Maureen on Broadway in "Rent." [SCFTA.org](#)

"THE SEAFARER" *Laguna Playhouse*

It's Christmas Eve in a coastal village north of Dublin. Sharky returns to look after his aging brother, who's recently gone blind. Attempting to stay off the bottle, he contends with old drinking and card buddies and the arrival of a stranger from the past. With stakes raised higher and higher, Sharky may be playing for his very soul. [LagunaPlayhouse.com](#)

QUARTETTO DE CREMONA*Salmon Recital Hall, Chapman University*

Since its formation in 2000, the Quartetto de Cremona has become one of the most exciting chamber ensembles on the international stage. The quartet is an ambassador for the international "Friends of Stradivari" project and plays the Stradivarius "Paganini Quartet" instruments on loan from the Nippon Music Foundation, including the same violin played by Henri Temianka. [MuscoCenter.org](#)

**10-18****"LEGALLY BLONDE"***UCI Claire Trevor School of the Arts*

Based on the book and hit movie of the same name, this award-winning musical packs more than fabulously fun songs and visual delight. Everyone underestimates Elle Woods (herself included), but when she heads to Harvard to win back her boyfriend, she finds much more in store for her future. Check the website for performance times. [arts.uci.edu](#)

**SAWDUST ART FESTIVAL:
WINTER FANTASY***Sawdust Festival Grounds, Laguna Beach*

The 28th Annual Stardust Art Festival Winter Fantasy is a weekends-only event for the entire family. The festival grounds are transformed into a winter wonderland and feature 180 artists showcasing their work. Enjoy holiday entertainment, outdoor cafes, art classes and demonstrations, Santa, and much more. You will find great art gifts and decorations for the holidays. [SawdustArtFestival.org](#)

**"THE LEGACY
CONTINUES GALA"**
City National Grove of Anaheim

Rivals United for a Cure's "Legacy Gala" celebrates Kure It Cancer Research's 10th anniversary by honoring people who have played key roles in its growth. Rivals UCLA Bruins and USC Trojans come together to raise funds for Kure It's under-funded cancer campaign to support the amazing cancer researchers at UCLA Jonsson's and USC Norris' Comprehensive Cancer Centers. [KureIt.org](#)

**2018 TURKEY TROT OC***The Village of Hope, Tustin*

The Orange County Rescue Mission will hold its fifth annual Turkey Trot OC 5K Run/Walk on Thanksgiving morning with the goal of raising enough support to provide more than 30,000 meals for the hungry and homeless of OC. Registration opens at 6:30 a.m. Race starts at 8 a.m. Expo and awards follow the race. Check website for further details.

[TurkeyTrotOC.org](#)

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GIVING

Ways to Give

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Article Donna Bunce

OLIVE CREST - The nonprofit has direct service and support service opportunities for individuals that include mentoring, internships, chaplaincy, tutoring, childcare, office volunteering, event volunteering, etc. Additionally, Olive Crest offers opportunities to create, lead and/or host events with children and youth. OliveCrest.org/Volunteer

SENIORSERV - The nonprofit's holiday program benefits home-bound seniors throughout Orange County. They provide gift bags, which you simply fill with goodies or donate a \$25 pre-paid card. Contact Linda Molthen by December 7 at 714.229.3377 to brighten the holidays for a local senior or visit SeniorServ.org.

MOMS ORANGE COUNTY - Each year MOMS Orange County helps more than 5,000 low-income pregnant women and infants. Volunteer opportunities over the holidays are needed to help process donations, and individuals and groups are needed to adopt Orange County's neediest families. Donations of diapers, newborn necessities, clothing, books and toys for ages 0-2 are welcome. Contact Amanda Warner at 714.352.3406 or visit MomsOrangeCounty.org.

VOCATIONAL VISIONS - Volunteer opportunities for Vocational Visions' Clubhouse Program for helping adults with disabilities includes helping with finding used or donated items, sharing information about any special talents or speaking about your unique job. Volunteers have the opportunity to also help with arts and crafts, work on client goals, assist with client's needs and help supervise on field trips. Background checks and medical clearances are required. VocationalVisions.org

SECOND HARVEST FOOD BANK - Volunteers at Second Harvest Food Bank are the heart and soul of its mission to feed the hungry, as they provide 40% of the work at the food bank. Activities are available to sort food at the Food Distribution Center, help at the incredible Edible Farm (moving to a location at the Great Park and ready in 2019), and work in the administrative offices. There are also volunteer activities available for kids through Izzy's Corner.

FeedOC.org/GetInvolved/Volunteer/Activities

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OCTOBER 8TH 2019

Oceania Riviera - Fall Foliage Cruise with Mainly Mozart - Montreal to New York - 11 days
Enjoy Broadway performances by Bill Irwin, Maureen McGovern or John Kander Parker. Includes FREE Airfare, 6 Shore Excursions, and Pre-Paid Gratuities. www.goo.gl/etXRo6

SEPTEMBER 29TH 2019

Oceania Marina - Vegan Cruise - Lisbon to Monte Carlo - 7 days
Vegan Cruise! It's the first ever Plant-Based Vegan Cruise, featuring 7 days of vegan food and entertainment aboard the luxurious M/S Marina and experience Oceania's award-winning cuisine. Oceania's first 50 plant-based vegan cruise and includes 7 days of dining at the Marina specialty restaurants, includes FREE Airfare, 4 Shore Excursions, Unlimited Internet, Pre-Paid Gratuities, Vegan Gourmet Cocktail Party, and Gourmet Vegan Menus. www.goo.gl/HB7ZF

DECEMBER 7TH 2019

Oceania Sirena - Stars of the Vine Coastal Wine Cruise - Round-Trip Los Angeles - 7 days
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LIFESTYLE LETTER



A Giving Community

I LOVE THIS COMMUNITY. It is filled with people who give in so many ways. Our Good Times column every month features charity events and the people who support those particular nonprofits, and there are many more we don't have space to highlight.

Our featured story this month details the journey Ling and Charlie Zhang have taken in giving. It didn't matter if they were struggling, they gave to family, friends and their church. And, now that they are very successful, the giving continues, only on a much larger scale. And, their sweet, thankful spirit for what they have been able to achieve in this country permeates everything.

We go back 100 years to look at a group of Laguna Beach artists, who, for the love of art, created the Laguna Beach Art Association and what ultimately became the Laguna Art Museum. The founders were followed by thousands of people, who gave and continue to give, their time, expertise and treasure to create the esteemed museum of California art we have today.

We have a "Ways to Give" feature that suggests charities for which you might consider volunteering. And, there are so many more in this great, giving community of ours. It is the month we celebrate Thanksgiving—an especially good time to help others.

Our Culinary Creations feature has the recipe for a Harvest Pumpkin Pie. Chef Jessica Roy knows how to decorate a pie! Take a look at the wreath of pastry leaves with which she has decorated the pie. It is beautiful (see page 6). So, if you want to impress your family and friends at Thanksgiving dinner, get out your pastry cloth and start rolling. They will definitely be impressed!

We wish you and yours a blessed Thanksgiving.

Until next time,

Donna Bunce, Editor

DBunce@LifestylePubs.com

NewportBeachLifestylePubs.com



ON THE COVER Ling and Charlie Zhang accepting the Helena Modjeska Cultural Legacy Award as arts patrons at Arts Orange County's Arts Awards, October, 2017

PHOTOGRAPHY BY
NICHOLAS KOON

Newport Beach

L I F E S T Y L E ™

NOVEMBER 2018

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Proverbs 3:5-6

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Misty Copeland (Photo: Doug Gifford)

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NOVEMBER 2018

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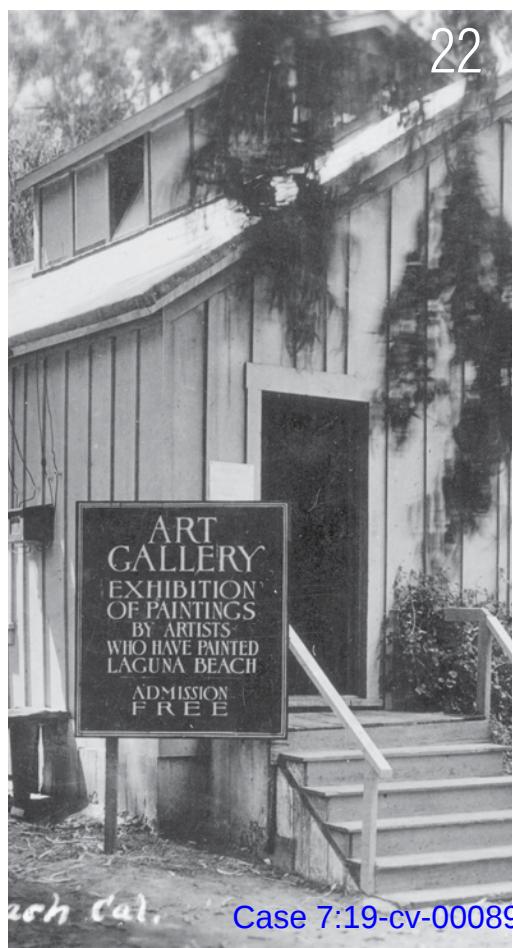
The Laguna Art Museum commemorates its history in a year-long centennial celebration

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Charlie and Ling Zhang are passionate about giving back

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Consider volunteering for one or more of these worthwhile nonprofits



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GOOD TIMES



"Romance of the Mission" Gala a Magical Affair

Historic Mission San Juan Capistrano was the location of the annual "Romance of the Mission" gala, which drew a record 500 guests and raised funds for the Mission Preservation Foundation. The magical evening included a moving concert by Jackie Evancho in the Great Stone Church and a delectable Ritz-Carlton-catered candlelit dinner in the Central Courtyard.

PHOTOGRAPHY CARLA RHEA, VAL WESTOVER



1. Mission Preservation Foundation Executive Director Mechelle Lawrence Adams with honorees and longtime Mission supporters James and Madeline Swinden | 2. Grammy and Tony Award winner Jackie Evancho performing in the Ruins of the Great Stone Church | 3. Mission Preservation Foundation President George O'Connell and his wife Eden | 4. Michael and Vicky Carabini, Tony Moiso (Vicky and Tony are members of the Mission Preservation Foundation) | 5. Peter and Connie Spenuzza (Connie is a Mission Preservation Foundation member) | 6. The gorgeous table decor was compliments of Roger's Gardens Floral Studio | 7. Grammy and Tony-winning artist Jackie Evancho, center, with Bill and Vicki Booth | 8. Mission Preservation Foundation member William Cvengros with his wife Joan, Monsignor Michael McKiernan | 9. Model wearing the custom designed swallow pin, courtesy of Lugano Diamonds, valued at \$10,000 as the opportunity prize | 10. Roger's Gardens' Gavin Herbert Jr. and wife Kerry (member of gala committee), Tim and Melinda Wood | 11. Guests Celeste Signorino and Cassandra Criscione | 12. Guests Lisa and Grant Williams



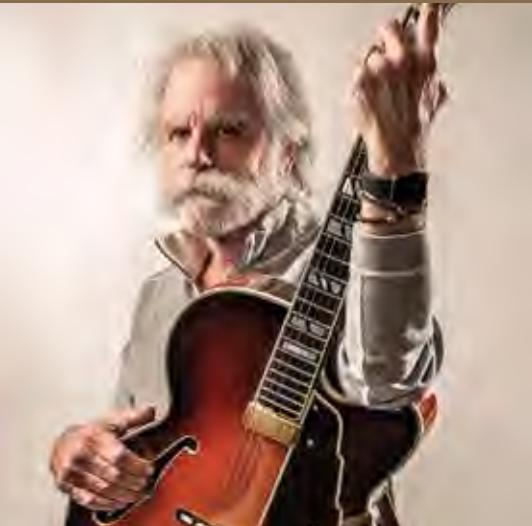
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GOOD TIMES



Celebrity Benefit Concert and Pageant Draw Praise

The annual Celebrity Benefit Concert and Pageant at the Festival of Arts grounds drew thousands of people to view the festival's fine art show with the works of 140 artists, hear Grammy Award-winning vocalist Steve Tyrell perform and enjoy the captivating performance of the critically acclaimed 85th Annual Pageant of the Masters production, themed "Under the Sun."



1. Actress and host Sarah Drew, posing with artist Bruce Vanderwilt and his art/Photo: Lily Fassnacht | 2. Pageant Director Diane Challis Davy, Scriptwriter Dan Duling, Director of Marketing Sharbie Higuchi/Photo: Michael Kovac | 3. Celebrity guest Joe Mantegna, right, with his wife Arlene/Photo: Lily Fassnacht | 4. Celebrity Daniel Henney/Photo: Lily Fassnacht | 5. Celebrity Tricia Helfer/Photo: Michael Kovac | 6. Festival of Arts President David Perry, right, with his wife Terry/Photo: Michael Kovac | 7. "Days of Our Lives" alumni Arianne Zucker and Shawn Christian/Photo: Michael Kovac | 8. Celebrity James Callis/Photo: Michael Kovac | 9. Grammy Award-winning producer and vocalist Steve Tyrell performing at Pageant Concert/Photo: Michael Kovac | 10. Festival of Arts artists Nikita Young, Rick Graves, and Carla Bosch, with Heather Sudweeks | 11. Celebrity Maria-Elena Laas perusing the art/Photo: Pat Rogers | 12. Festival of Arts raffle sellers selling tickets for a 2019 Acura RDX/Photo: Pat Rogers



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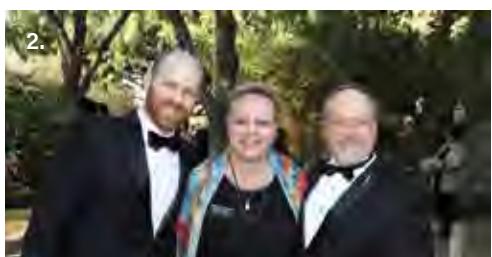


OCMA Gala Held at its New Interim Home

Excitement was in the air as 270 guests gathered at South Coast Plaza Village, Orange County Museum of Arts' home until its new building opens at Segerstrom Center for the Arts in 2021. Guests were thrilled to experience the Thom Mayne-designed building through state-of-the-art virtual reality technology. Dinner was sumptuous, conversation entertaining and smiles abounded! **PHOTOGRAPHY RYAN MURPHY, LAUREN HILLARY**



1. OCMA Director/CEO Todd D. Smith, Architect Thom Mayne, Silver Sponsor Elizabeth Segerstrom and Trustee James Bergener | 2. Gala Chair Pame Schmider, center, with Executive Committee members Jennifer Segerstrom, left, and Jennifer VanBergh, right | 3. Supporters Raj and Marta Bhathal | 4. Dessert Table | 5. Trustee Lisa Bhathal Merage and husband Richard Merage | 6. Patrons Carmela and Ben Du



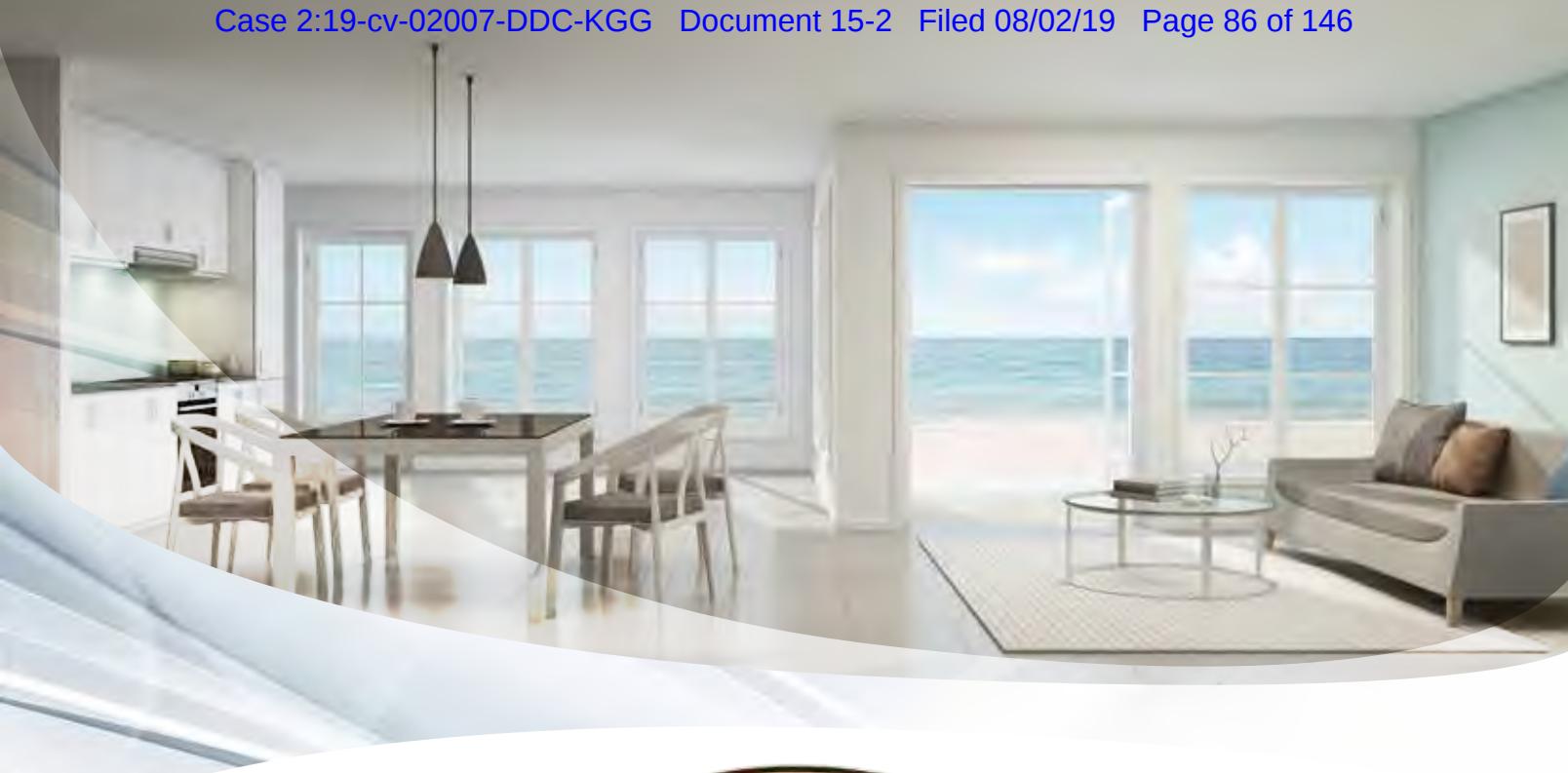
Jungle Adventure Delights Zoo Supporters

The Santa Ana Zoo's 26th annual "Zoofari," hosted by The Friends of the Santa Ana Zoo, drew 300 guests to a moon-lit gathering on the zoo lawn that honored U.S. Bank's staff members. KTLA5's Henry DiCarlo delighted as event emcee/auctioneer, the "Blue Parrot" cocktail and Panache-catered dinner were delish, and dancing to Groove Factory great fun.

PHOTOGRAPHY ANN CHATILLON



1. Whimsical centerpieces, designed and created by longtime zoo supporter Jon "Rip" Ribble | 2. Santa Ana Zoo Director Ethan Fisher, Executive Director, Cathi Decker, Friends of Santa Ana Zoo Board President David Exline | 3. Award-winning KTLA Channel 5 newscaster Henry DiCarlo served as gala emcee and auctioneer. More than \$100,000 was netted for the Giant River Otter exhibit | 4. Guests Heather and Jared Ede, Greg Rchtoni and Jane Kutepova | 5. Guests Jeff and Kim Stanga | 6. The Groove Factory band packed the dance floor



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GOOD TIMES



"Ports of Call" Gala Beckons Laura's House Supporters

The nautical-themed soiree gathered 300 guests to the Balboa Bay Resort for a "Bon Voyage" to domestic violence, thanks to the herculean efforts of Laura's House. More than \$485,000 was netted for the cause. Gala Chair Laura Khouri recognized Orange County Sheriff Sandra Hutchens with the Crystal Heart Award and Steven Hittelman, the Legal Leader Award.

PHOTOGRAPHY BLEU COTTON PHOTOGRAPHY



1. Gala Chair Laura Khouri and Laura's House CEO/Executive Director Margaret Bayston | 2. Crystal Heart Award honoree, Orange County Sheriff Sandra Hutchens, with her husband Larry Hutchens | 3. 2018 Legal Leader Award honoree, Steve Hittelman (Partner at Hittelman Strunk Law Group), center, with Kory Hittelman, left, and Kaitlyn Hittelman, right | 4. NBC4 award-winning reporter Vikki Vargas was gala emcee | 5. Ports of call dancers | 6. Magician Johnny Wu entertained



Vanguard University's Sixth Annual "Priceless" Luncheon

Addressing the issue of human trafficking was again the focus at the "Priceless" luncheon at the Fashion Island Hotel. Vanguard's Global Center for Women and Justice Director Dr. Sandra Morgan and Open Gate International and Strike Out Slavery founder Deidre Pujols spoke about their amazing work, while human trafficking survivor Stacy Jewell touched hearts about her journey.

PHOTOGRAPHY ANN CHATILLON



1. Co-chair Helen Steinkamp, GCWJ Director Dr. Sandra Morgan, Vanguard University President Michael Beals, keynote speaker Deidre Pujols, co-chair Gwyn Hoyt | 2. Award-winning artist and anti-human trafficking advocacy specialist Stacy Jewell with mistress of ceremonies Deborah Anderson | 3. Acclaimed Angels Baseball first baseman Albert Pujols with Adele Oddo, winner of Albert's autographed baseball | 4. Committee member Jan Landstrom, Meghan Schoenleben (wife of Outstanding Individual honoree Bradley Schoenleben), committee member Darrellyn Melilli | 5. Open Gate International CEO Judy Lamborn, Deidre Pujols, Dr. Sandra Morgan, Derek Marsh, GCWJ assistant director | 6. Ana Launes and Randy Harding, publishers of Newport Beach Lifestyle Media Sponsor

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AROUND TOWN



Sandy Segerstrom Daniels, Peyton Marquez, Dean Spanos

FESTIVAL OF CHILDREN CELEBRATES 17 YEARS

Festival of Children showcased the work of 70 children's charities and offered complimentary activities and entertainment at South Coast Plaza through the month of September. The opening night party at the plaza's Garden Terrace featured Festival Founder and Executive Director Sandy Segerstrom Daniels, who bestowed the first Carousel Spirit Award on Susie and Dean Spanos (Los Angeles Chargers controlling owner) for their longstanding commitment to children. Peyton Marquez was presented the Fred Award for his work in raising funds for kids with Duchenne Muscular Dystrophy, from which he suffers. FestivalofChildren.org



David Burnham

OCSA LAUNCHES 32ND SEASON

Orange County School of the Arts' Season Premiere at Balboa Bay Resort featured Broadway

star and recording artist David Burnham with exceptional students from the school's Musical Theatre Conservatory. Entertainment also included OCSA's award-winning jazz ensemble and its celebrated performance ambassadors, Montage! The beachfront dinner and concert was enjoyed by 270 guests, raising funds for the OCSA Foundation.

OCSArts.net



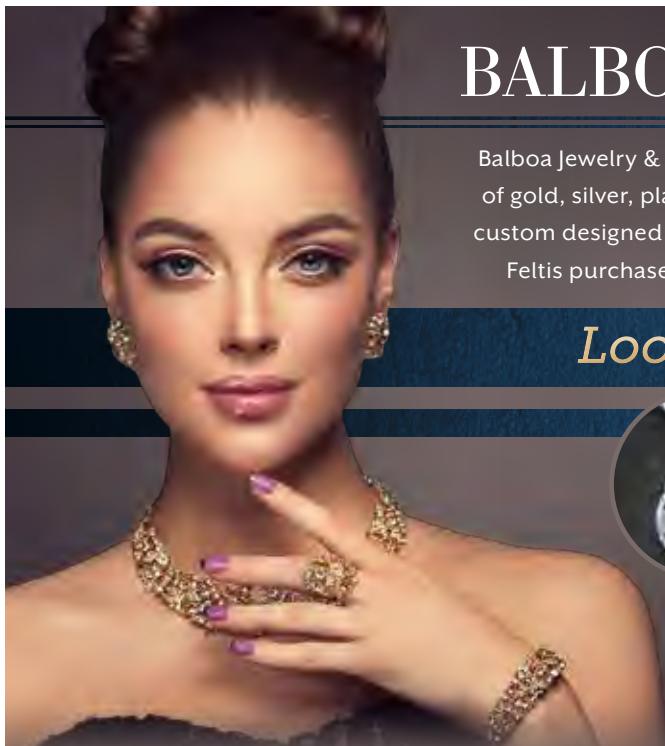
Sandy Segerstrom Daniels, Kay Fugishige-Yada, Chris Bures/Photo: Kimberly April

CANDLELIGHT CONCERT COMMITTEE TREATED TO MORNING OF FASHION

In anticipation of Segerstrom Center for the Arts' 45th annual Candlelight Concert, members of the event committee gathered at South Coast Plaza's Saks Fifth Avenue for a light champagne breakfast and a private showing of Saks' fall/winter eveningwear collection. Saks' Vice President/General Manager Chris Bures welcomed everyone, including Candlelight Co-Chairs Sandy Segerstrom Daniels and Kay Fugishige-Yada. It was announced that the entertainment includes Tony Award winners Susan Egan and John Lloyd Young and Broadway star Tony Yazbeck, followed by music and dancing to the legendary Earth, Wind & Fire. SCFTA.org

+ SAMUEL GIFT ANNOUNCED

Orange County School of the Arts honored alumni parents and longtime supporters Susan and Henry Samueli with the naming of The Samuel Family Art & Science Center at the award-winning school. Thanks to a \$2 million donation by the Samuels to the Masterpiece in the Making Campaign, OCSA's instructional space will increase by 155,000 square feet across four buildings, including the new state-of-the-art Dance, Music and Science Centers. OCSArts.net



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A PERFECTLY BLENDED HOLIDAY COCKTAIL

ARTICLE CHEF JESSICA ROY

PHOTOGRAPHY CHEF JESSICA ROY

*A slice of
Harvest
Pumpkin Pie*

NOTHING REPRESENTS THE FEELING OF THE HOLIDAYS AND THAT CELEBRATORY SPIRIT LIKE A HOMEMADE PIE. In the following recipe, I put a fun twist on an American classic. I made a decorative wreath out of extra pie dough rolled thin and shaped. The wreath is optional but achievable for the ambitious cook. Layer the rolled dough in a 10-inch circle, egg wash, and bake until golden.

HARVEST PUMPKIN PIE

INGREDIENTS

CRUST

- + 2 ½ c. Flour
- + 1 tsp. salt
- + 12 tbs. butter, chilled
- + ¼ c. Vodka, chilled
- + ¼ c. water, chilled

EGG WASH

- + 1 egg
- + 1 tbsp. water, beaten together

FILLING:

- + 4 eggs, beaten
- + 1 (15 oz.) can pumpkin
- + 1 ¼ c. sugar
- + 1/4 c. molasses
- + 1 ½ tsp. salt
- + 2 tsp. cinnamon
- + 1 tsp. ground ginger
- + 1 tsp. allspice
- + 1 tsp. nutmeg
- + ¼ tsp cloves

WHIPPED CREAM

- + 12 oz. heavy cream, chilled
- + 1 c. sugar
- + ¼ c. hazelnut liquor, chilled
- + Demerara sugar, for Garnish

METHOD

Mix first three ingredients in a food processor and pulse until mixture resembles crumbs. Add remaining ingredients and pulse until dough comes together. Divide in half. Roll out one half and line pie dish. Roll out other half and use leaf cutters to punch out design. Brush all crust with egg wash before baking (optional). Bake leaves for 12-14 minutes until golden brown. Reserve for garnish.

Take ingredients for the filling and blend in standard mixer until well incorporated. Pour into pie dish. Bake at 400 degrees for 15 minutes. Decrease temperature to 375 degrees and cook for additional 25-30 minutes or until done. After pie has cooled, decorate it.

Place all ingredients for whipped cream in a bowl. Using an electric mixer whip into firm peaks. Serve atop pie and enjoy!

POARCH ROCKIN' THYME COCKTAIL

Recipe, Courtesy Renaissance Newport Beach

This holiday cocktail is perfect for entertaining. It can be batch-made ahead of time and shaken with ice to order. The notes of elderflower, pear, and thyme create a perfectly balanced cocktail that will please a crowd.

INGREDIENTS

COCKTAIL

- + 1.5 oz. vodka
- + ¼ oz. St. Germaine
- + ½ oz. vanilla thyme simple syrup
- + ½ oz. pear nectar
- + 7 medium ice cubes
- + 1 thyme sprig
- + 1 pear wedge

VANILLA THYME SIMPLE SYRUP

- + 1c. white sugar
- + 1c. water
- + 3 tbs. good vanilla extract
- + 7 sprigs fresh thyme

METHOD

SIMPLE SYRUP

Place water and sugar in a small saucepan and bring to a boil. Turn heat off and add thyme. Let steep for a minimum of 2 hours up to overnight. Strain out thyme when ready and add vanilla to finish.

FOR THE COCKTAIL

Place all ingredients in a cocktail shaker. Shake for 10 seconds. Pour into chilled coupe glasses and garnish with fresh pear and remaining thyme sprig. Enjoy!



Porch Rockin'
Thyme Cocktail

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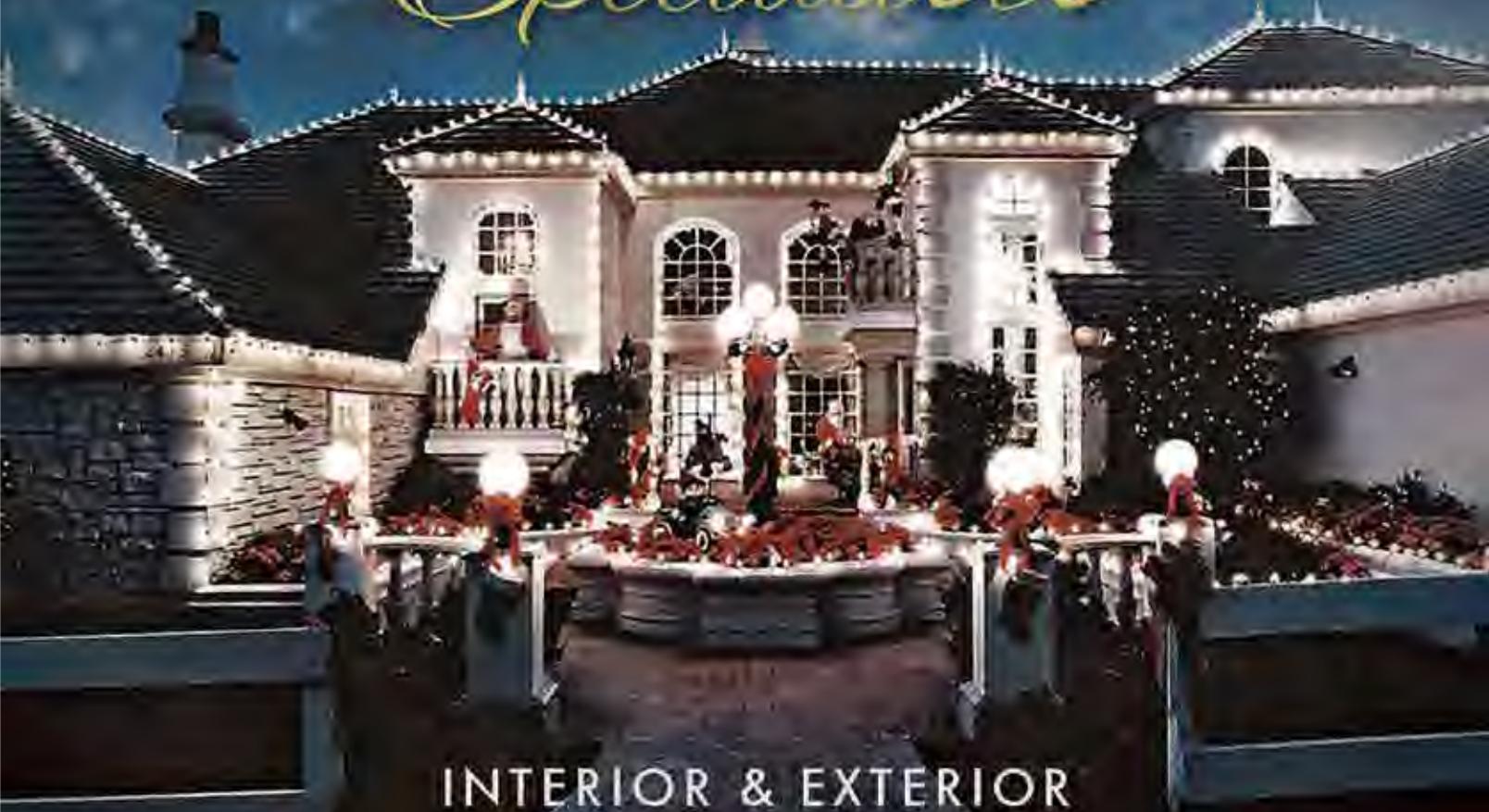
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A HUNDRED YEAR LEGACY

THE LAGUNA ART MUSEUM
COMMEMORATES ITS
HISTORY IN A YEAR-LONG
CENTENNIAL CELEBRATION

Opening in 1918, the Laguna Beach Art Association art gallery, later to evolve to become the Laguna Art Museum

ARTICLE DONNA BUNCE

OUR COMMUNITY IS FORTUNATE TO HAVE IN OUR MIDST AN ART MUSEUM THAT IS CELEBRATING ITS 100TH ANNIVERSARY. What would later be named the Laguna Art Museum was founded on July 27, 1918 by a group of Laguna Beach artists, who opened their first exhibition in a small building on the grounds of the Laguna Beach Hotel. Moving to its present location ten years later, the museum today is a magnet for lovers of California art. Its exhibits feature works of art created by California artists or represent the life and history of the state. Through its permanent collection, its special loan exhibitions, its educational programs, and its library and archive, the museum strengthens the public's knowledge and appreciation of California art of all periods and styles.

Inside view of the Laguna Beach Art Association art gallery, 1923



1 THE HISTORY

Laguna Beach was officially launched as an art colony in 1918 when local artists formed the Laguna Beach Art Association (LBAA), the beginnings of what would eventually become the Laguna Art Museum. LBAA, led by artists Anna Hills and Edgar Payne, opened a small art gallery in a building formerly used as a town hall on the grounds of the Laguna Hotel to showcase local art and later, in 1929, following a successful fundraising drive, opened a custom-designed gallery on the site of the present-day museum on Cliff Drive. The gallery began taking more and more characteristics of a museum and in 1972 was officially named the Laguna Beach Museum of Art, later renamed the Laguna Art Museum in 1986 with the expansion that completed the building as it stands today.

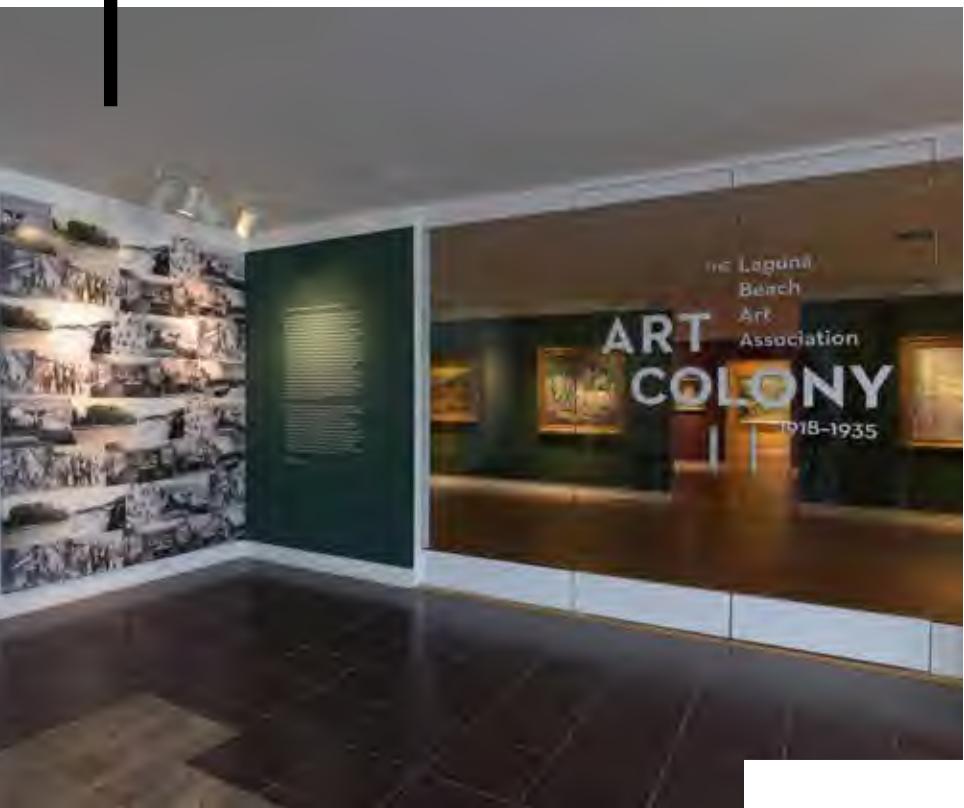
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Groundbreaking for the Laguna Beach Art Association art gallery on the site of today's Laguna Art Museum on Aug. 25, 1928/ LBAA President Anna Hills, front; from left, William Griffith, H.H. Henshaw, Dr. B.B. Mason (acting city mayor), John Baumgartner, Howard Heisler, George Emmons

A HUNDRED YEAR LEGACY (CONTINUED)

Entrance to the museum's centennial exhibition, "Art Colony - The Laguna Beach Art Association, 1918-1935"



2 COMMEMORATING THE LAGUNA BEACH ART ASSOCIATION

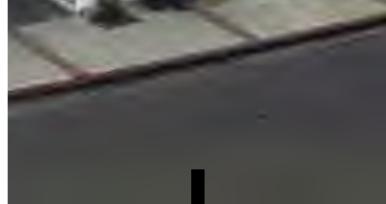
Laguna Art Museum opened its centennial year exhibition, "Art Colony: The Laguna Beach Art Association, 1918-1935" on June 24, 2018 (runs through January 13, 2019) to celebrate the art association's history by featuring 100 paintings by major artists that were seen in the original exhibitions. The exhibition challenges existing ideas on what American Impressionism is and shows how California art is a distinct phenomenon with its own styles, themes and personality. Museum Executive Director Malcolm Warner says of the exhibition, "Attendance and feedback has been great. No one with a taste for painting should miss it—it's an immersion in gorgeous color and brushwork as well as the beauty of nature."

3 SPECIAL ANNIVERSARY EVENTS

A series of year-long centennial celebrations have occurred, including the Centennial Bash in January, and a California Cool Art Auction (the 36th annual) in February featuring 100 works of art of California's most coveted artists. The museum also participated in the 52nd Patriot's Day Parade in March with a centennial-themed float. The film, *Laguna Art Museum at 100*, was screened in April, the "Art Colooy" exhibition opened in June (detailed above), the LBAA Birthday Party was held in August, and the Centennial Ball was held in September at the Festival of Arts grounds. A Centennial Trolley Tour took place in October viewing historic homes of the LBAA founders, and John Wayne Airport is showcasing the exhibition, "Laguna Art Museum: An Artistic Legacy" through December 19.

The LBAA Birthday Party saw Orange County Supervisor Lisa Bartlett present a proclamation in honor of the museum's centennial to LAM Executive Director Dr. Malcolm Warner





Laguna Art
Museum today

"OUR HERO IS ANNA HILLS, THE EDUCATOR AND FUNDRAISER OF THE GROUP (LAGUNA BEACH ART ASSOCIATION). SHE DID MORE THAN ANYONE ELSE TO ESTABLISH THE LAGUNA BEACH ART ASSOCIATION AND LAY THE GROUNDWORK FOR THE CHANGE FROM ART ASSOCIATION TO MUSEUM."

- DR. MALCOLM WARNER, EXECUTIVE DIRECTOR, LAGUNA ART MUSEUM

4. LAGUNA ART MUSEUM TODAY

As Executive Director Malcolm Warner puts it, "I'm touched by the idealism of the early Laguna Beach artists. It was a pretty remote place when they came together to form the art association that eventually became the museum. The artistic, Bohemian life had been largely a big city life, but they wanted to create an artistic community that was more in touch with nature. We still feel that in all we do, and all we aspire to do, in today's Laguna Art Museum."

*Laguna Art Museum, 307 Cliff Drive, Laguna Beach
949.494.8971 / LagunaArtMuseum.org*



A GRATEFUL, COMMITTED COUPLE

CHARLIE AND LING ZHANG ARE
PASSIONATE ABOUT GIVING BACK

ARTICLE DONNA BUNCE

*Ling and Charlie's wedding
day on June 8, 1985*

**NAMED OUTSTANDING PHILANTHROPISTS AT
NATIONAL PHILANTHROPY DAY ORANGE COUNTY
ON NOVEMBER 15TH SPEAKS TO THE ENORMOUS
CONTRIBUTIONS THE ZHANGS HAVE AND ARE
CONTINUING TO MAKE TO THIS COMMUNITY.**

CHARLES (CALLED CHARLIE) ZHANG IS THE PERFECT EXAMPLE OF THE AMERICAN DREAM. Coming to America in 1980 from Shanghai, China, he had his clarinet and \$20 in his pocket. Twenty-one years later, Charlie and his wife Ling sold Pick Up Stix for \$50 million!

Charlie, wanting to be a musician when he arrived in Los Angeles but having no money to pursue it, got a job immediately at a local restaurant as a dishwasher and saved \$7,000 to buy his first Chinese restaurant two years later. An injury to his hand ended his musician's dream, so he continued buying Chinese restaurants.

An event occurred in 1984 that changed his life. He met Ling Wang at church in Cerritos, they dated, and nine months later they were married at Cerritos Christian Church. Ling had immigrated from Taiwan to the U.S. in 1978 and received a bachelor's degree in accounting from Cerritos College before she met Charlie.

Soon after marrying, the Zhangs moved to El Toro, later moving to Laguna Niguel, where they reside today.

They worked well together and in 1989, they launched Pick Up Stix - he as CEO and she as CFO. The company expanded to more than 100 stores and was sold to TGI Friday in 2001 for \$50 million.

Soon after, in 2002, the couple founded Zion Enterprises, a property development company in Laguna Niguel, which is still going strong today. In 2004, they launched Aseptic Solutions USA, a manufacturer and co-packer of nutritional and dietary beverages, which they sold in 2012 to Glanbia Nutritionals for \$60 million.

The couple have continued to partner in businesses throughout the years.

"In the early years, we were devoted to raising our two boys and growing the businesses," Charlie says.

GIVING

The idea of helping people came about soon after they were married, long before Charlie and Ling became millionaires.

'We didn't have much, but we helped community concerns, friends and our church,' Charlie says.

"Charlie helped his family in Shanghai with the little that we had," Ling says.

They also helped friends in China who needed financial help, in particular establishing a scholarship fund in Nanking for low-income high school students.

Charlie gives his wife credit for their generosity.

"Ling has a kind heart and brought me to the Lord before we were married," Charlie shares. "I really feel God brought us together."

The couple's philanthropy has been quiet but steady for a long time. It has only been recently that they have stepped into the spotlight with board of directors commitments for Charlie and major donations to Pacific Symphony (they were major sponsors in 2016 of the symphony's Youth Orchestra's trip to China), Bowers Museum, Pacific Chorale and Concordia University, where Charlie is a member of the advisory board. Their church, Church in San Juan Capistrano, continues to be high on their giving list.

The Zhangs latest passion is Orange County Music & Dance, which they established in 2016 to provide a world-class nonprofit performing arts school for students, regardless of their ability to pay. The Irvine-based 21,000 square foot facility offers classes in dance, individual instrumental classes in strings, harp, woodwinds, brass, piano and percussion. There are also voice classes in opera and pop music and theater classes as well. The school boasts eight music rooms, two large dance studios, two conference rooms, a fully equipped recording studio, an in-house café and a 150-seat black box theater. There are close to 400 students at the school with 80% ages six to 18 and 20% adults, primarily in dance and voice. There is also a summer program for deaf students in dance for their encouragement.

CONTINUED >

A GRATEFUL, COMMITTED COUPLE (CONTINUED)

Charlie says the Southern California Children's Choir has made its home at OCM&D, as has the 80-member adult chorus called the American Feel Young Chorus. The school is also a major sponsor for the Orange County Artists Award for high schools competition, which is held at the Irvine Barclay Theatre.

"Some of our students have appeared on 'America's Got Talent,' Charlie says.

He said the school created a pop band to audition for "America's Got Talent," and they won their audition and advanced to the finals, which they didn't win.

"It was a major achievement for our kids," Charlie says. "The video received 400,000 viewers, and many called to audition for the school."

Charlie and Ling hosted a major fundraiser for the school on April 28, 2018 called "From Classical to Rock" for underserved youth from the school to learn and perform alongside professional musicians. Grammy Award-winning bassist and producer Randy Jackson emceed the show, which included John Rzeznik, guitarist and frontman for the Goo Goo Dolls. All the professionals donated their time for the sold-out event, and the proceeds were \$132,050 for the school.

Charlie has received numerous accolades, among them Entrepreneur of the Year by Ernst & Young and, in 2014, the prestigious Ellis Island Medal of Honor, given to those who have made a significant contribution to the U.S. The honors go on and on for this modest man. And, if I were to list the number of charities he and Ling support, it would amaze you.

Their true joy resides in their newest endeavor, Orange County Music & Dance.

"We touch so many lives here," Ling says. "It is such a family atmosphere."

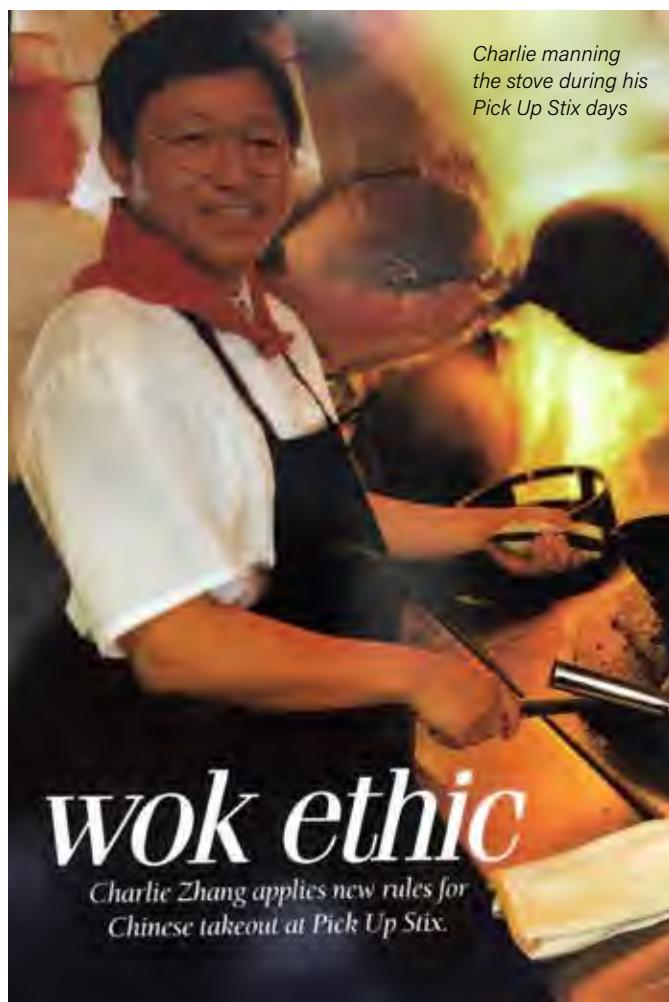
The Zangs recently committed \$1.1 million to the OCM&D endowment.

"We will continue to provide a place for youth to be nurtured, inspired and empowered," Charlie says. And, Ling adds, "Music is very powerful, and we feel leads the students in the right direction."

"We want to introduce them to a spiritual, church-filled life," Charlie states.

Both Ling and Charlie agree that this country and this community gave them wonderful opportunities to succeed, and that is why they continue to give. If you've ever heard Charlie sing "God Bless America," you would realize his love for this country.

Who would better understand that than a man who came to America with a dream and \$20 in his pocket.



Charlie manning the stove during his Pick Up Stix days



Charlie Zhang receiving the Ellis Island Metal of Honor, 2014



Ling and Charlie Zhang

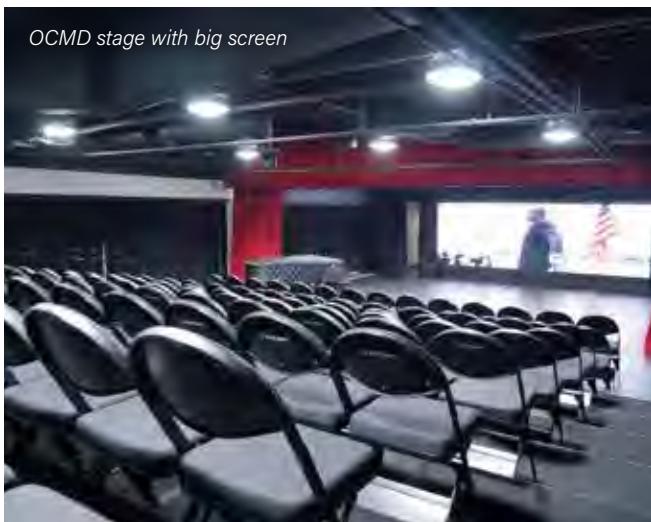


Orange County Music & Dance building in Irvine

Charlie and Ling Zhang with members of the Pacific Symphony Youth Orchestra and Pacific Symphony Ensembles Director Shawne Zarubica, left. Students from left - Elana Leish, Danielle Liu, Shelby Capozzoli, Stephen (Donghyun) Ko, Hampton Douglas



OCMD vocal instructor Julian Miranda with students



OCMD stage with big screen

James Santaniello

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HOMETOWN HERO

VANS US OPEN OF SURFING 2018 CROWNS TWO HUNTINGTON BEACH LOCALS

TWO DOMINATE ON HOME SURF

ARTICLE ANA LAUNES



VANS US Open of Surfing
2018 in Huntington Beach



THIS YEAR, VANS US OPEN OF SURFING CROWNED TWO HUNTINGTON BEACH SURFERS IN EARLY AUGUST AS CHAMPIONS ON ITS HOME SURF. A passionate and determined Courtney Conlogue beat world #1 ranked Stephanie Gilmore for the women's title and Kanoa Igarashi was the first surfer to win back-to-back Men's Opens since Brett Simpson did it eight years ago in 2009-10. Igarashi's battle against Griffin Colapinto turned into an eight-point ride that sealed the deal.

Conlogue, known for her gritty determination and incredible work ethic, is a two-time World Title runner-up (2015, 2016). Originally from Santa Ana, Courtney has made Huntington Beach her surfing home. After winning the first contest she ever entered at age 10, she earned a wildcard into the Maui Pro in Honolulu at 14. In 2009, she won the US Open of Surfing in front of her home crowd, paving the way to the Championship Tour where she finished in the Top 10. In 2015, she participated and won events in Australia, Brazil and Portugal. After overcoming the injuries she had and winning the US Open again, Conlogue said, "My head's in the right spot and I'm just having a good time out there."

Kanoa Igarashi's father, Japanese surfer Tsutomu 'Tom,' moved him to Huntington Beach with the sole purpose of teaching Kanoa the art of surfing. Kanoa quickly became a top-ranked amateur and qualified for the Championship Tour in 2015. He won the Hang Loose Pro and Pantin Classic in 2016, and in 2017 won his first US Open of Surfing in Huntington Beach. This year, Igarashi, who holds dual citizenship, is proudly representing Japan on the global stage, as he looks to surf for them during the 2020 Olympics in Tokyo.

BACK STAGE

BOUNTIFUL MEMORIES AND YULETIDE CELEBRATION

SPENDING AN IRISH CHRISTMAS AT THE BARCLAY

ARTICLE HELENA DANOVICH



CHRISTMAS AT IRVINE BARCLAY THEATRE BEGINS IN NOVEMBER. Thanksgiving revelries give way to magical storytelling and beloved Christmas carols...and the Barclay stage comes alive with all things Christmas—*Irish* Christmas, that is.

An *Irish Christmas* event at The Barclay captures the very heartbeat of a traditional Irish Christmas celebration. The jubilant atmosphere reverberates with the infectious rhythm of Irish dance and the ethereal beauty of the music—its joyful harmonies flooded with the sounds of Irish flutes, fiddles and beautiful singing voices.

Many have made *An Irish Christmas* at The Barclay a family tradition. “Sometimes we have family groups of up to 15 at our shows,” says Margaret O’Carroll, president of Kerry Irish Productions, the producer of the show. “It’s a total joy-ride for families—from children to seniors—the age range at our shows is across the board.”

First presented at The Barclay in 2007, *An Irish Christmas* has featured countless award-winning Irish dancers and musicians

throughout its seven previous sold-out showings at the theatre. This year’s cast includes Caterina Coyne (principal dancer of *Riverdance*) and world champion dancers Tyler Schwartz and Connor Reider, along with a host of additional world-class singers, dancers and musicians.

Along with showcasing established Irish music and dance stars, O’Carroll says she enjoys guiding and mentoring the next generation of local young talent.

“One of the most satisfying moments is when we can take one of these young dancers and highlight them in the show,” she says.

Drawing upon hundreds of years of Irish history, *An Irish Christmas* honors this festive time of year with glorious music and dance (the footwork is awe-inspiring), bringing a bounty of smiling faces and holiday memories. All that’s missing is the lush green countryside. You’ll have to travel to Ireland for that!

Nov

26

Kerry Irish Productions

An award-winning cast of Irish dancers, led by Riverdance principal dancer Caterina Coyne and world champion dancer Tyler Schwartz, in a memorable night of family entertainment that sparkles with the charm and magic that only this festive time of the year can bring.

An Irish Christmas



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Washburn
& Béla
Fleck

Dec
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The King and Queen of the banjo!

15x Grammy
Award Winner

Presented by
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2

Ken & Helene Rohl

Dr. Bobby Rodriguez
Latin
Jazz
Christmas

Make the
holidays
swing!



Create holiday memories for your family by sharing the magic of the season.

The Nutcracker

dec 8-24

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OUR TOWN

drama from the front lines



ANNETTE BENING, ED ASNER AND GARY COLE WILL STAR IN A VETERANS DAY PRODUCTION OF 'IF ALL THE SKY WERE PAPER' AT CHAPMAN UNIVERSITY

ARTICLE DAWN BONKER

THE MARK OF A COMPELLING STORY IS THAT IT'S TOLD OVER AND OVER, SOMETIMES EVEN TO THE SAME LISTENERS, WHO OFTEN HEAR SOMETHING NEW IN EACH RETELLING.

So it is with "If All the Sky Were Paper," a play by Chapman University Presidential Scholar Andrew Carroll that features readings of letters written by service people in American conflicts from the Revolutionary War to the U.S. war in Afghanistan. With support from the National Endowment for the Arts and Cal Humanities, the play toured the nation for two years and was featured at the Kennedy

Center and the Kirk Douglas Theatre, where it featured star performers Annette Bening and Gary Cole.

Now, in honor of the 100th anniversary of Veterans Day, the play returns to campus for a special performance featuring television legend Ed Asner, who will join Bening and Cole in the one-night production.

Audiences will truly hear something new, too. In addition to redesigned multimedia elements, the Saturday, Nov. 10, production will feature original music by composer Peter Boyer, whose "Ellis Island



Left: Chapman University theatre students perform in the 2010 world premiere of "If All the Sky Were Paper"

Top: Chapman Presidential Scholar Andrew Carroll with bins of letters from American conflicts

Middle: Oscar-nominee Annette Bening, a recipient of Chapman's Lifetime Achievement in the Arts Award, will perform in the Veterans Day production of "If All the Sky Were Paper"

Bottom: The special production will include an original score by Grammy-nominated composer Peter Boyer/
Photo: Benjamin Ealovega

"The Dream of America" was recorded at Segerstrom Concert Hall for PBS' "Great Performances" series.

Unchanged, though, is the power of hearing the stories of those who have served at the front lines of American history.

"It's not political in any way. It's not overly patriotic or anti-war. It's very simply people's stories. They're very moving. It highlights how human beings can really shine and, conversely, how war can really bring out the worst in people," says John Benitz, associate theatre professor at Chapman, who has directed the play several times. "They never fail to move me."

The play is based on Carroll's bestselling books *War Letters* and *Behind the Lines* and brings to life the wartime letters of armed forces members caught up in every American conflict since the Revolutionary War. Selected letters range from those written by wistful farm boys-turned-soldiers to Civil War wives hoping for a loved-one's return.

The human drama in the letters first captured Benitz' imagination in 2010 when he read an article on the letters in *National Geographic* and reached out to Carroll in hopes of developing a play based on the letters. The two hit it off and began collaborating. Today, they continue to adapt the play slightly for each new production.

Like the play, the collection of letters continues to evolve. More than 90,000 letters are now part of Chapman's Center for American War Letters, directed by Carroll and studied by Chapman students and scholars from around the world.

At 90,000 letters, it's easy to imagine that all the most powerful stories have been told. Not so, Carroll says.

"Every time I think we've exhausted the subject matter of love, fear, courage, someone sends me a letter that's unlike any I've read before."

And what has him most excited is his expectation that this new chapter in the archive's history will be its most vibrant.

"I really feel like we've just scratched the surface of what's out there and what's possible," he says.

"If All the Sky Were Paper"

Saturday, Nov. 10, at 7:30 p.m.

Chapman University's Musco Center for the Arts

Tickets: \$25-\$55

Veterans and active-duty military may purchase up to two tickets at half price. Please plan to show military ID upon arrival. Parking pass is included in ticket purchase. Advance tickets may be purchased online at Chapman.edu/Tickets.

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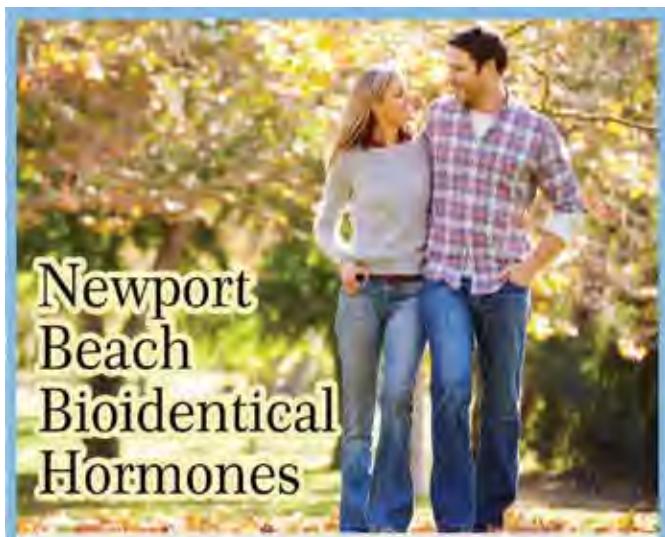
In Orange County, 1 in 5 children struggle with hunger and poverty.

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Balboa Island Merchants
Shop & Dine

An advertisement for Mr. G's Restaurant. It features several small images of food items like salads, sandwiches, and desserts. The text "MR G'S RESTAURANT | CATERING | EVENTS" and the address "305 MARINE AVE. NEWPORT BEACH, CA 949-676-6193 • MRGSBISTRO.COM" are displayed.

Jewelry by Balboa
We buy Gold, Platinum and Diamonds
Free
Silver Heart Pendant (10 min)
Call us now 100 percent
211 Marine Boulevard, CA 92662 | 949-873-5777

An advertisement for Jewelry by Balboa. It features a woman wearing a gold necklace. Text on the right side includes "Jewelry by Balboa", "We buy Gold, Platinum and Diamonds", "Free Silver Heart Pendant (10 min)", and the phone number "211 Marine Boulevard, CA 92662 | 949-873-5777".

DID YOU
KNOW?

An advertisement for Newport Beach Lifestyle. It features a person holding a tablet device. A circular graphic contains the text "Your favorite Lifestyle Publication is on Facebook!". Below it, the text "Connect with us today & read feature articles, view special offers, enter contests & more!" is displayed. The URL "facebook.com/NewportBeachLifestyle" is at the bottom.

An advertisement for Sun La Mer. It features a stylized sun logo on the left. Text on the right includes "A COLLECTION OF COASTAL INSPIRED GIFTS & ACCESSORIES INCLUDING SPARTINA, NORA FLEMING, CAPRI BLUE, BEATRIZ BALL & MORE.", "\$20 OFF YOUR PURCHASE OF \$100 OR MORE!", "VISIT US AT 211A MARINE AVENUE OPEN DAILY 10AM - 7PM 949-524-3249", and "NEWPORT BEACH FAMILY OWNED AND OPERATED".

An advertisement for Diane Hussey, AIA. It features a large red letter "A" with the word "Collaborative" underneath. Text on the right includes "Diane Hussey, AIA Principal T: 949.275.6551 a2dianehussey@gmail.com", the address "222-B Marine Avenue, Balboa Island, CA 92662 | www.a2Collaborative.com", and the date "November 2018 | Newport Beach Lifestyle 39".

LIFESTYLE CALENDAR

NOVEMBER

RUNS THROUGH NOV 4

"THE SEAFARER"

Laguna Playhouse

It's Christmas Eve in a coastal village north of Dublin. Sharky returns to look after his aging brother, who's recently gone blind. Attempting to stay off the bottle, he contends with old drinking and card buddies and the arrival of a stranger from the past. With stakes raised higher and higher, Sharky may be playing for his very soul. LagunaPlayhouse.com

RUNS THROUGH JAN 13

"KNIGHTS IN ARMOR"

Bowers Museum

"Knights in Armor" features stunning masterpieces of European arms and armor, dating from the Medieval and Renaissance ages to the Romanticized Medieval revival of the 1800s. Featured are pieces of armor, including full suits, helmets, corselets, shields, swords and paintings on loan from the Museo Stibbert of Florence, Italy. Bowers.org

4

QUARTETTO DE CREMONA

Salmon Recital Hall, Chapman University
Since its formation in 2000, the Quartetto de Cremona has become one of the most exciting chamber ensembles on the international stage. The quartet is an ambassador for the international "Friends of Stradivari" project and plays the Stradivarius "Paganini Quartet" instruments on loan from the Nippon Music Foundation, including the same violin played by Henri Temianka. MuscoCenter.org

Case 7:19-cv-00089-BO

9-10

"WEST SIDE STORY"

Coast Hills Auditorium

Enjoy the concert version of the 1961 award-winning musical, "West Side Story," performed by South Coast Symphony at Coast Hills Auditorium in Aliso Viejo. The musical was nominated for 11 Academy Awards and won 10, including Best Picture, becoming the record holder for the most wins of a movie musical. You'll love hearing musical numbers like "Maria," "Tonight," "Somewhere," etc. SouthCoastSymphony.org

10-18

"LEGALLY BLONDE"

UCI Claire Trevor School of the Arts

Based on the book and hit movie of the same name, this award-winning musical packs more than fabulously fun songs and visual delight. Everyone underestimates Elle Woods (herself included), but when she heads to Harvard to win back her boyfriend, she finds much more in store for her future. Check the website for performance times. arts.uci.edu

11

"THE LEGACY CONTINUES GALA"

City National Grove of Anaheim

Rivals United for a Cure's "Legacy Gala" celebrates Kure It Cancer Research's 10th anniversary by honoring people who have played key roles in its growth. Rivals UCLA Bruins and USC Trojans come together to raise funds for Kure It's underfunded cancer campaign to support the amazing cancer researchers at UCLA Jonsson's and USC Norris' Comprehensive Cancer Centers. KureIt.org

13-25

"WAITRESS"

Segerstrom Center for the Arts

The Broadway musical from Grammy Award-winning Sara Bareilles is coming to Segerstrom Hall, as renowned actress/singer Christine Dwyer puts on her apron and bakes her way across the country as she steps into the role of Jenna in the national tour. Dwyer's creds include Sylvia in the national tour of "Finding Neverland" and Maureen on Broadway in "Rent." SCFTA.org

NOV 17, 18, 23, 24, 25; DEC 1, 2, 8, 9, 15, 16

SAWDUST ART FESTIVAL: WINTER FANTASY

Sawdust Festival Grounds, Laguna Beach

The 28th Annual Stardust Art Festival Winter Fantasy is a weekends-only event for the entire family. The festival grounds are transformed into a winter wonderland and feature 180 artists showcasing their work. Enjoy holiday entertainment, outdoor cafes, art classes and demonstrations, Santa, and much more. You will find great art gifts and decorations for the holidays. SawdustArtFestival.org

22

2018 TURKEY TROT OC

The Village of Hope, Tustin

The Orange County Rescue Mission will hold its fifth annual Turkey Trot OC 5K Run/Walk on Thanksgiving morning with the goal of raising enough support to provide more than 30,000 meals for the hungry and homeless of Orange County. Registration opens at 6:30 a.m./Race starts at 8 a.m. Expo and awards follow the race. Check website for further details. TurkeyTrotOC.org

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MORE OF THESE WORTHWHILE NONPROFITS

ARTICLE DONNA BUNCE

01 OLIVE CREST - The nonprofit has direct service and support service opportunities for individuals that include mentoring, internships, chaplaincy, tutoring, childcare, office volunteering, event volunteering, etc. Additionally, Olive Crest offers opportunities to create, lead and/or host events with children and youth. OliveCrest.org/Volunteer

02 SENIORSERV - The nonprofit's holiday program benefits home-bound seniors throughout Orange County. They provide gift bags, which you simply fill with goodies or donate a \$25 pre-paid card. Contact Linda Molthen by December 7 at 714.229.3377 to brighten the holidays for a local senior or visit SeniorServ.org.

03 MOMS ORANGE COUNTY - Each year MOMS Orange County helps more than 5,000 low-income pregnant women and infants. Volunteer opportunities over the holidays are needed to help process donations, and individuals and groups are needed to adopt Orange County's neediest families. Donations of diapers, newborn necessities, clothing, books and toys for ages 0-2 are welcome. Contact Amanda Warner at 714.352.3406 or visit MomsOrangeCounty.org.

04 VOCATIONAL VISIONS - Volunteer opportunities for Vocational Visions' Clubhouse Program for adults with disabilities includes helping with finding used or donated items, sharing information about any special talents or speaking about your unique job. Volunteers have the opportunity to also help with arts and crafts, work on client goals, assist with client's needs and help supervise on field trips. Background checks and medical clearances are required. VocationalVisions.org

05 SECOND HARVEST FOOD BANK - Volunteers at Second Harvest Food Bank are the heart and soul of its mission to feed the hungry, as they provide 40% of the work at the food bank. Activities are available to sort food at the Food Distribution Center, help at the incredible Edible Farm (moving to a location at the Great Park and ready in 2019), and work in the administrative offices. There are also volunteer activities available for kids through Izzy's Corner. FeedOC.org/Get-Involved/Volunteer

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- International Congress Oral Implantologist
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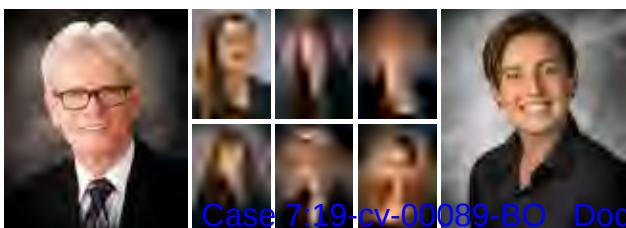
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EXHIBIT 4



Carrie M. Francis
602.212.8535 **DIRECT**
602.586.5214 **DIRECT FAX**
carrie.francis@stinson.com

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND EMAIL

November 30, 2018

Randy Harding
1300 Park Newport #204
Newport Beach, CA 92660
rwhusker@gmail.com

120 Newport Center Drive
Newport Beach, CA 92660

Re: Cease & Desist

Dear Mr. Harding:

My law firm represents Lifestyle Publications, LLC ("Lifestyle"). Please direct all future correspondence regarding this matter to me. I write regarding your theft of Lifestyle's proprietary information and property, and your infringement of Lifestyle's trademark rights.

As you likely know, the California Uniform Trade Secrets Act prohibits you from misappropriating Lifestyle's trade secrets and confidential information. Cal. Civ. Code § 3426.1 et seq. This means you are legally prohibited from using or disclosing any trade secrets or confidential information belonging to Lifestyle, including without limitation: all trademarks, trade names, service marks, emblems and indicia of origin used by Lifestyle in connection with the operation of Lifestyle's publishing business, and all trade secrets or know-how, including, but not limited to, research, plans, products services, customer lists, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to you. California common law also prohibits you from committing fraud and/or misappropriating Lifestyle's property or trademarks for your own benefit.

Notwithstanding the foregoing, Lifestyle has learned that you and your spouse were involved with an entity called "The Five P's Marketing, LLC" ("Five P's") through which you ran your advertising. Specifically, by running your advertising through Five P's, you were able to (and did) avoid paying fees to Lifestyle by charging more for advertisements than what is listed in Lifestyle's system. For example, a contract between Five P's and "Cruise Planners" includes ad pricing of \$3,000 per month plus

Randy Harding
 November 30, 2018
 Page 2

\$800 per month in trade value for 5 P's, but the contract was entered into Lifestyle's system as \$2,000 per month, cutting Lifestyle out of \$1,800 per month in value. In other examples, clients who previously contracted directly with Lifestyle now contract with Five P's at a lower rate. This type of conduct amounts to fraud and an unlawful conversion of profits that are due and owing to Lifestyle.

In addition, Lifestyle has also learned that in the November issue of Kudos Newport Beach ("Kudos") (enclosed for your reference), you misappropriated Lifestyle's property in several areas for your own benefit (and profit), including but not limited to:

- The Jefferey Chu advertisement on page 9 was designed for the November 2018 issue of Newport Beach Lifestyle Magazine ("Lifestyle"). You changed the stock image and used this advertisement without authorization in the November issue of Kudos.
- The Village Inn advertisement on page 11 was designed for the November 2018 issue of Lifestyle. You changed the accent color in the advertisement and used it without authorization in the November issue of Kudos.
- The Balboa Jewelry & Coin advertisement on page 17 was designed for the September 2018 issue of Lifestyle. You added a purple call-out and used the advertisement without authorization in the November issue of Kudos.
- The Dr. Peter Smrecek advertisement on page 43 was designed for the September 2018 issue of Lifestyle. You replaced the stock image in this advertisement and then used it without authorization in the November issue of Kudos.

This activity infringes on Lifestyle's trademark and copyrights. Your theft of Lifestyle's confidential and proprietary information and infringement of Lifestyle's intellectual property are in direct contravention of California law, including the California Uniform Trade Secrets Act and California common law, and will not be tolerated by Lifestyle. Furthermore, to the extent you are using this information in competition with Lifestyle, you are further violating the California Uniform Trade Secrets Act and California common law.

As a result of the foregoing, Lifestyle demands that you immediately cease and desist from engaging in any further unlawful conduct involving in any way the possession, use and/or disclosure of Lifestyle's confidential, proprietary and/or trade secret information. Lifestyle also demands that you immediately cease and desist from engaging in further unauthorized use of its trademarks and copyrighted material for your own use and benefit.

Randy Harding
November 30, 2018
Page 3

Lifestyle further demands that you immediately return to me any and all Lifestyle files, documentation and information in your possession, custody or control, including all copies, notes, tapes, papers and any other medium containing, summarizing, excerpting or otherwise embodying any confidential information, by 5:00 p.m., December 7, 2018. If you have stored any such information on an electronic device, including a computer, smart phone and/or tablet, you are required to transfer such information to a disc or thumb drive and return the same to me, along with your written certification, under oath, that the data has been deleted from your electronic device(s).

Finally, Lifestyle demands that you produce a listing of all contract amounts for all advertisement contracts that you ran through Five P's while you were performing work for Lifestyle.

Should you or your spouse fail to timely comply with Lifestyle's directives set forth herein, and in separate letters to Ana Launes and Kudos Newport Beach, Lifestyle has authorized me to take any action necessary to recover its property, stop your unlawful conduct and obtain full and complete relief for your violations of Lifestyle's rights, including by filing suit for immediate and permanent injunctive relief, as well as actual damages, punitive damages and attorneys' fees, both from you and your spouse, as appropriate.

Please contact me by no later than 5:00 p.m., December 7, 2018, to let me know if you will comply with Lifestyle's directives. I look forward to hearing from you.

Sincerely,

Stinson Leonard Street LLP



The image shows a handwritten signature in black ink, appearing to read "Carrie M. Francis".

Carrie M. Francis

CMF:SLS



Carrie M. Francis
602.212.8535 **DIRECT**
602.586.5214 **DIRECT FAX**
carrie.francis@stinson.com

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND EMAIL

November 30, 2018

Ana Launes
120 Newport Center Drive
Newport Beach, CA 92660
ana.launes@kudosnb.com

Re: Cease & Desist

Dear Ms. Launes:

My law firm represents Lifestyle Publications, LLC ("Lifestyle"). Please direct all future correspondence regarding this matter to me. I write regarding your theft of Lifestyle's proprietary information and property, and your infringement of Lifestyle's trademark rights.

As you likely know, your spouse, Randy Harding, was an Area Director for Lifestyle. The California Uniform Trade Secrets Act prohibits Mr. Harding from misappropriating Lifestyle's trade secrets and confidential information. Cal. Civ. Code § 3426.1 *et seq.* This means Mr. Harding is legally prohibited from using or disclosing any trade secrets or confidential information belonging to Lifestyle, including without limitation: all trademarks, trade names, service marks, emblems and indicia of origin used by Lifestyle in connection with the operation of Lifestyle's publishing business, and all trade secrets or know-how, including, but not limited to, research, plans, products services, customer lists, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to Mr. Harding. California common law also prohibits Mr. Harding from committing fraud and/or misappropriating Lifestyle's property or trademarks for his own benefit. In addition, you are also prohibited from misappropriating Lifestyle's proprietary information, property and trade secrets that you know or have reason to know have been acquired by improper means.

Notwithstanding the foregoing, Lifestyle has learned that you and your spouse, Mr. Harding, were involved with an entity called "The Five P's Marketing, LLC" ("Five P's") through which you ran your advertising. Specifically, by running advertising through Five P's, Mr. Harding was able to (and did) avoid paying fees to Lifestyle by charging more for advertisements than what is listed in Lifestyle's system. For example, a

Randy Harding
November 30, 2018
Page 2

contract between Five P's and "Cruise Planners" includes ad pricing of \$3,000 per month plus \$800 per month in trade value for 5 P's, but the contract was entered into Lifestyle's system as \$2,000 per month, cutting Lifestyle out of \$1,800 per month in value. In other examples, clients who previously contracted directly with Lifestyle now contract with Five P's at a lower rate. This type of conduct amounts to fraud and an unlawful conversion of profits that are due and owing to Lifestyle.

In addition, Lifestyle has also learned that in the November issue of Kudos Newport Beach ("Kudos") (enclosed for your reference), you and Mr. Harding misappropriated Lifestyle's property in several areas for your own benefit (and profit), including but not limited to:

- The Jefferey Chu advertisement on page 9 was designed for the November 2018 issue of Newport Beach Lifestyle Magazine ("Lifestyle"). You changed the stock image and used this advertisement without authorization in the November issue of Kudos.
- The Village Inn advertisement on page 11 was designed for the November 2018 issue of Lifestyle. You changed the accent color in the advertisement and used it without authorization in the November issue of Kudos.
- The Balboa Jewelry & Coin advertisement on page 17 was designed for the September 2018 issue of Lifestyle. You added a purple call-out and used the advertisement without authorization in the November issue of Kudos.
- The Dr. Peter Smrecek advertisement on page 43 was designed for the September 2018 issue of Lifestyle. You replaced the stock image in this advertisement and then used it without authorization in the November issue of Kudos.

This activity infringes on Lifestyle's trademark and copyrights. Your and Mr. Harding's theft of Lifestyle's confidential and proprietary information and infringement of Lifestyle's intellectual property are in direct contravention of California law, including the California Uniform Trade Secrets Act and California common law, and will not be tolerated by Lifestyle.

As a result of the foregoing, Lifestyle demands that you immediately cease and desist from engaging in any further unlawful conduct involving in any way the possession, use and/or disclosure of Lifestyle's confidential, proprietary and/or trade secret information. Lifestyle also demands that you immediately cease and desist from engaging in further unauthorized use of its trademarks and copyrighted material for your own use and benefit.

Randy Harding
November 30, 2018
Page 3

Lifestyle further demands that you immediately return to me any and all Lifestyle files, documentation and information in your possession, custody or control, including all copies, notes, tapes, papers and any other medium containing, summarizing, excerpting or otherwise embodying any confidential information, by 5:00 p.m., December 7, 2018. If you have stored any such information on an electronic device, including a computer, smart phone and/or tablet, you are required to transfer such information to a disc or thumb drive and return the same to me, along with your written certification, under oath, that the data has been deleted from your electronic device (s).

Should you or your spouse fail to timely comply with Lifestyle's directives set forth herein, and in separate letters to Mr. Harding and Kudos Newport Beach, Lifestyle has authorized me to take any action necessary to recover its property, stop your unlawful conduct and obtain full and complete relief for your violations of Lifestyle's rights, including by filing suit for immediate and permanent injunctive relief, as well as actual damages, punitive damages and attorneys' fees, both from you and your spouse, as appropriate.

Please contact me by no later than 5:00 p.m., December 7, 2018, to let me know if you will comply with Lifestyle's directives. I look forward to hearing from you.

Sincerely,

Stinson Leonard Street LLP



Carrie M. Francis

CMF:SLS



Carrie M. Francis
602.212.8535 **DIRECT**
602.586.5214 **DIRECT FAX**
carrie.francis@stinson.com

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND EMAIL

November 30, 2018

Kudos Newport Beach Magazine
C/O Ana Launes
120 Newport Center Drive
Newport Beach, CA 92660

Re: Cease & Desist

To Whom It May Concern:

My law firm represents Lifestyle Publications, LLC ("Lifestyle"). Please direct all future correspondence regarding this matter to me. We understand that Randy Harding and Ana Launes manage The Five P's Marketing ("Five P's").¹ On October 27, 2018, Five P's filed a trademark application with the U.S. Patent and Trademark Office for the Kudos Newport Beach Magazine, "KUDOS NEWPORT BEACH | LIVING LOCAL" ("Kudos").² Then after filing this application, Kudos published a magazine issue containing content that Ms. Launes and Mr. Harding misappropriated from Lifestyle. I write regarding this theft of Lifestyle's proprietary information and property, and your infringement of Lifestyle's trademark rights.

As you likely know, the California Uniform Trade Secrets Act prohibits you from misappropriating Lifestyle's trade secrets and confidential information. Cal. Civ. Code § 3426.1 et seq. It prohibits the use or disclosure of any trade secrets or confidential information belonging to Lifestyle, including without limitation: all trademarks, trade names, service marks, emblems and indicia of origin used by Lifestyle in connection with the operation of Lifestyle's publishing business, and all trade secrets or know-how, including, but not limited to, research, plans, products services, customer lists, business plans, marketing data, software, forms, processes, methods of operation, and other business information. California common law also prohibits the fraud and/or misappropriation of Lifestyle's property or trademarks for the benefit of another.

¹ Nevada Business ID NV20161708602.

² See United States Patent and Trademark Office Serial Number 88171898.

Randy Harding
November 30, 2018
Page 2

Notwithstanding the foregoing, Lifestyle has learned that in the November issue of Kudos Newport Beach (enclosed for your reference), you misappropriated Lifestyle's property in several areas for your own benefit (and profit), including but not limited to:

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This activity infringes on Lifestyle's trademark and copyrights. Your theft of Lifestyle's confidential and proprietary information and infringement of Lifestyle's intellectual property are in direct contravention of California law, including the California Uniform Trade Secrets Act and California common law, and will not be tolerated by Lifestyle.

As a result of the foregoing, Lifestyle demands that you immediately cease and desist from engaging in any further unlawful conduct involving in any way the possession, use and/or disclosure of Lifestyle's confidential, proprietary and/or trade secret information. Lifestyle also demands that you immediately cease and desist from engaging in further unauthorized use of its trademarks and copyrighted material for your own use and benefit.

Lifestyle further demands that you immediately return to me any and all Lifestyle files, documentation and information in your possession, custody or control, including all copies, notes, tapes, papers and any other medium containing, summarizing, excerpting or otherwise embodying any confidential information, by 5:00 p.m., December 7, 2018. If you have stored any such information on an electronic device, including a computer, smart phone and/or tablet, you are required to transfer such information to a disc or thumb drive and return the same to me, along with your written certification, under oath, that the data has been deleted from your electronic device(s).

Randy Harding
November 30, 2018
Page 3

Should you, Mr. Harding or Ms. Launes fail to timely comply with Lifestyle's directives set forth herein, and in separate letters to Ms. Launes and Mr. Harding, Lifestyle has authorized me to take any action necessary to recover its property, stop your unlawful conduct and obtain full and complete relief for your violations of Lifestyle's rights, including by filing suit for immediate and permanent injunctive relief, as well as actual damages, punitive damages and attorneys' fees, both from you and your spouse, as appropriate.

Please contact me by no later than 5:00 p.m., December 7, 2018, to let me know if you will comply with Lifestyle's directives. I look forward to hearing from you.

Sincerely,

Stinson Leonard Street LLP



Carrie M. Francis

CMF:SLS

EXHIBIT 5

Gabrielson, Alexis

From: Randy Harding <rwhusker@gmail.com>
Sent: Friday, December 7, 2018 4:52 PM
To: Gabrielson, Alexis
Subject: Re: Cease & Desist

Hi Alexis,

I'm in receipt of your email and the letter. I am currently in the process of going through numerous electronic devices in order to return all of the items you listed in your email. I also need some additional time to formulate responses to your allegations.

I respectfully request several weeks additional time to do so. Some of the electronic devices need to be accessed with help from a computer consultant because they have not been powered up for years and will not charge or turn on.

I appreciate your understanding.

Sincerely,

Randy Harding
Newport Beach, CA 92660
714-600-4759

On Fri, Nov 30, 2018 at 7:55 AM Gabrielson, Alexis <alexis.gabrielson@stinson.com> wrote:

Mr. Harding,

Please see attached correspondence sent on behalf of Lifestyle Publications.

Regards,

Alexis Gabrielson | Attorney | Stinson Leonard Street LLP
7700 Forsyth Blvd., Suite 1100 | St. Louis, MO 63105-1821
T: 314.259.4504 | F: 314.259.3941
alexis.gabrielson@stinson.com | www.stinson.com
Legal Administrative Assistant: Jasmine Peete | 314.259.4510 | jasmine.peete@stinson.com

This communication (including any attachments) is from a law firm and may contain confidential and/or privileged information. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

EXHIBIT 6

Our Reach

Newport Beach Lifestyle presents the finest in local living from homes and entertainment to philanthropy, dining and more. The services and opportunities in Newport Beach Lifestyle are sure to be noticed by the discerning readers who receive our publication each month.

87,000
Avg. Per-Issue
Readership

\$400,000
Avg. Household
Income

13,000+
Homes Delivered
to Monthly

\$3M - 60M
Home Value
Range

Statistical data provided by USA Data.



- Newport Coast
- Corona Del Mar
- Newport Beach

Advantages of Advertising with Lifestyle Publications

Editorial
Around Town
Good Times
Calendar
Feature Articles

Networking Events
Business Owners
Residents

Newsletters
Monthly
Weekly

Online
Social Media
Web Ads
Business Directory
Organic Google Searches
(High Traffic When Googling Their Name)



Lifestyle Publications was selected on the **Inc. 5000** list for the fastest growing private companies in America with **302% growth**.

Testimonials

"It is not often I receive feedback from print ads and this was immediate! We received a call just a few days after the magazine hit mailboxes. I look forward to the next issue!"

Thurston Kitchen and Bath - Cindy Hellgren



"We have a ton of options when it comes to advertising. I work with Lifestyle because I believe in and trust what the team is doing. They have become a trusted friend and helped me grow my business in a thoughtful way."

Todd Reed - Todd Reed Jewelry Designer



"As a new business owner I was looking for the right avenue to get our branding out. The targeted (direct mail) approach re-assures me that our message is going to the RIGHT audience every month. This is something that the majority of print outlets lack. We plan on continuing the partnership for a very long time."

Audi Boulder - Jaymie Hampson



"At Orange County Plastic Surgery we track the origin point of our consultations and we have seen a number of phone calls and consultations booked each month as a direct result of our ads in Lifestyle. I would without hesitation recommend this publication to any business looking to grow their brand and increase market share."

Orange County Plastic Surgery - Juris Bunkis M.D.



"The reach and message created through effective marketing is core to the success of my business. While there are endless marketing options within residential real estate, the balance between professionalism and efficacy shown by Lifestyle Publications is unparalleled. I am excited about this partnership and look forward to it continuing for years to come!"

Sotheby's Realty - The Behr Team



For more testimonials please visit LifestylePubs.com/testimonials.php

Ad Sizes



FULL PAGE
8.5" X 11.125" (Includes Bleed)
Magazine trims to 8.375" X 10.875"
Safe area is 7.75" X 10.375"



2/3 PAGE VERTICAL
4.667" X 9.875"



1/2 PAGE HORIZONTAL
7.083" X 4.75"



1/2 PAGE VERTICAL
3.458" X 9.875"



1/3 PAGE HORIZONTAL
7.083" x 3.15"



1/4 PAGE
3.458" X 4.75"

Interactive Ad Sizes

Web ad - 230 X 346px

Banner Ad/Promotional 1600 X 150-300px
(Banner ads appear in the monthly newsletter online.)

One-time In-house ad design \$495 • Unlimited In-house ad design \$795

Ad materials for each issue are due to us by the 25th, two months prior to the issue date.
Example: Ad materials for the July issue are due May 25th.

For a complete list of ad specifications, visit: LifestylePubs.com/Ad-Specifications

2016 Monthly Ad Rates

Premium Ad Rates	36X	24X	12X	OPEN	PRICE PER AVG READER
Back Cover	2900	3200	3600	4000	3.1¢
Inside FC	2600	2900	3200	3600	2.8¢
Inside BC	2300	2600	2900	3200	2.5¢
2 Page Spread	2800	3000	3400	3800	3¢
2 Page Spread (Inside FC)	4800	5400	6000	6800	5.2¢
Sold Properties	2300	2600	2900	3200	2.5¢
Full Premium Page	2000	2200	2400	3000	1.9¢

Full Page	1700	1900	2100	2700	1.6¢
2/3 Page	1300	1500	1700	1900	1.4¢
1/2 Page	900	1000	1200	1500	1¢
1/3 Page	800	900	1000	1200	.9¢
1/4 Page	600	700	800	1000	.6¢

Prices shown are per month based on the length of your contract. Reader calculation based on 80 readers per Dr. and Dentist office and 3 readers per home utilizing 36X rate.

Interactive Ad Rates

Web Ad	700
Banner/Promotional Ad	1400

CLIENT SATISFACTION RATE

- 70% Renewal on Advertisers / 12 Issues
- 80% Renewal on Advertisers / 24 Issues
- 88% Renewal on Advertisers / 36 Issues

NewportBeachLifestylePubs.com | 714.600.4759 | e-mail: RHarding@LifestylePubs.com

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Newport Beach

NewportBeachLifestylePubs.com

BRINGING YOUR BUSINESS TO THE COMMUNITY

2016 MEDIA KIT

EXHIBIT 7

Ads entered at lower value than Rate Card	Magazine	Design	Notes	Value entered into		
				Lifestyle system	Rate Card	
				Issue		
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jan-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner		\$ -	\$ 1,400	Feb-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	Feb-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Feb-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Mar-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner		\$ -	\$ 1,400	Mar-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	Mar-17
The 5 P's	Newport Beach Lifestyle	Back Cover		\$ 1,400	\$ 2,950	Apr-17
The 5 P's	Newport Beach Lifestyle	2 Page Spread (Inside FC)		\$ 2,000	\$ 3,865	Apr-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner		\$ -	\$ 1,400	Apr-17
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal		\$ 600	\$ 975	Apr-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	Apr-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Apr-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	May-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner		\$ -	\$ 1,400	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	May-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner		\$ -	\$ 1,400	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	May-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jun-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Jul-17
The 5 P's	Newport Beach Lifestyle	2-Page Spread		\$ 2,000	\$ 2,650	Jul-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal		\$ -	\$ 725	Jul-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	Jul-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	Jul-17
The 5 P's	Newport Beach Lifestyle	2-Page Spread		\$ 2,000	\$ 2,650	Jul-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 500	\$ 1,670	Aug-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	Aug-17
The 5 P's	Newport Beach Lifestyle	Web Ad		\$ -	\$ 700	Aug-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,700	\$ 1,670	Aug-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal		\$ -	\$ 725	Aug-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 500	\$ 1,670	Aug-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical		\$ 350	\$ 580	Sep-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Sep-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ 1,000	\$ 1,670	Sep-17
The 5 P's	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Sep-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal		\$ -	\$ 725	Sep-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	House Ads for Readers Choice Awards	\$ -	\$ 1,670	Oct-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page		\$ -	\$ 1,670	Oct-17

Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Promotional Banner	Readers Choice Awards	Promotional Banner	\$ -	\$ 1,400	Oct-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Oct-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Oct-17
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,000	\$ 1,670	Oct-17
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,000	\$ 1,670	Oct-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Nov-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Nov-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Nov-17
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Nov-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Nov-17
The 5 P's	Newport Beach Lifestyle	Promotional Banner			\$ -	\$ 1,400	Nov-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Nov-17
The 5 P's	Newport Beach Lifestyle	2-Page Spread			\$ 2,500	\$ 2,650	Nov-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Dec-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Dec-17
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Dec-17
The 5 P's	Newport Beach Lifestyle	Web Ad			\$ -	\$ 700	Dec-17
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Dec-17
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Dec-17
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Jan-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Jan-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Jan-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Jan-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Jan-18
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Jan-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Feb-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Feb-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Feb-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Feb-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Feb-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Feb-18
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Feb-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Mar-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Mar-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Mar-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Mar-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Mar-18
The 5 P's	Newport Beach Lifestyle	Promotional Banner			\$ -	\$ 1,400	Mar-18
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Mar-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Mar-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Mar-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Mar-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
The 5 P's	Newport Beach Lifestyle	1/4 Page Vertical			\$ 350	\$ 580	Apr-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Apr-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Apr-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal			\$ -	\$ 725	Apr-18
The 5 P's	Newport Beach Lifestyle	Full Page			\$ 1,250	\$ 1,670	Apr-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	Apr-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page			\$ -	\$ 1,670	May-18

Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	2-Page Spread	\$	-	\$	2,650	May-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$	-	\$	975	May-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	May-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	May-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal	\$	-	\$	725	May-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,000	\$	1,670	May-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Jun-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,000	\$	1,670	Jun-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Jun-18
The 5 P's	Newport Beach Lifestyle	Inside Back Cover	\$	1,300	\$	2,165	Jun-18
The 5 P's	Newport Beach Lifestyle	Back Cover	\$	2,000	\$	2,950	Jun-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Jun-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Promotional Banner	\$	-	\$	1,400	Jul-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Jul-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Jul-18
The 5 P's	Newport Beach Lifestyle	Back Cover	\$	2,000	\$	2,950	Jul-18
The 5 P's	Newport Beach Lifestyle	Promotional Banner	\$	-	\$	1,400	Jul-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Jul-18
The 5 P's	Newport Beach Lifestyle	Inside Back Cover	\$	1,300	\$	2,165	Jul-18
The 5 P's	Newport Beach Lifestyle	Web Ad	\$	-	\$	700	Jul-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Jul-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Promotional Banner	\$	-	\$	1,400	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	1/4 Page Vertical	\$	-	\$	580	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Aug-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	2,000	\$	2,950	Aug-18
The 5 P's	Newport Beach Lifestyle	Back Cover	\$	1,000	\$	975	Aug-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$	1,250	\$	1,670	Aug-18
The 5 P's	Newport Beach Lifestyle	Promotional Banner	\$	-	\$	1,400	Aug-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Aug-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,000	\$	1,670	Aug-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Aug-18
The 5 P's	Newport Beach Lifestyle	Web Ad	\$	-	\$	700	Aug-18
The 5 P's	Newport Beach Lifestyle	Inside Back Cover	\$	1,300	\$	2,165	Aug-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Sep-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Sep-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Sep-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	1/2 Page Horizontal	\$	-	\$	975	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Sep-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$	400	\$	975	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Sep-18
The 5 P's	Newport Beach Lifestyle	Back Cover	\$	2,000	\$	2,950	Sep-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$	1,000	\$	975	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,800	\$	1,670	Sep-18
The 5 P's	Newport Beach Lifestyle	Web Ad	\$	-	\$	700	Sep-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$	450	\$	975	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,250	\$	1,670	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	-	\$	1,670	Sep-18
The 5 P's	Newport Beach Lifestyle	Inside Back Cover	\$	1,300	\$	2,165	Sep-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$	1,000	\$	1,670	Sep-18

The 5 P's	Newport Beach Lifestyle	Promotional Banner	\$ - \$ 1,400	Sep-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$ - \$ 1,670	Oct-18
Newport Beach Lifestyle Magazine	Newport Beach Lifestyle	Full Page	\$ - \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$ 1,000 \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	1/3 Page Horizontal	\$ - \$ 725	Oct-18
The 5 P's	Newport Beach Lifestyle	Inside Back Cover	\$ 1,300 \$ 2,165	Oct-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$ 1,000 \$ 975	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$ - \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$ - \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	Promotional Banner	\$ - \$ 1,400	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	This ad must be placed next to the editorial \$ 1,250 \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$ 450 \$ 975	Oct-18
The 5 P's	Newport Beach Lifestyle	Back Cover	\$ 2,000 \$ 2,950	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$ - \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	Full Page	\$ 1,250 \$ 1,670	Oct-18
The 5 P's	Newport Beach Lifestyle	1/2 Page Horizontal	\$ 400 \$ 975	Oct-18
			\$ 80,650 \$ 244,480	
				Ad Value Damages
			\$ 163,830	12% \$ 19,659.60

Ads Lifestyle owned that were used in KUDOS

		Rate Card Rate	KUDOS issue
Newport Beach Lifestyle Magazine - Balboa Island	1/2 Page Vertical	\$ 1,505	Nov-18
Newport Beach Lifestyle Magazine - Village Inn	Full Page	\$ 2,545	Nov-18
The 5 P's - Chu	Full Premium Page	\$ 2,925	Nov-18
The 5 P's - Smreck	Inside Back Cover	\$ 2,730	Nov-18
Newport Beach Lifestyle Magazine - Village Inn	Full Page	\$ 2,545	Dec-18

\$ 12,250 Total

Ad sold by The 5 P's at higher rate than was entered into Lifestyle system

		Value entered into Lifestyle system	The 5 P's contract actual	Nov-18
The 5 P's - Cruise Planners	Newport Beach Lifestyle	\$ 2,000	\$ 3,800	
				Ad Value Damages
		\$ 1,800	12% \$ 216.00	

\$ 32,126 Grand Total Damages

EXHIBIT 8

The five p's Marketing

Advertising Agreement

This advertising agreement is entered in between; The five P's Marketing ("THE AGENCY") and the ADVERTISER indicated below:

DATE October 1, 2018

TERMINATION DATE April 30, 2019

ADVERTISER COMPANY NAME Cruise Planners - Adam Martindale

CONTACT Adam Martindale

ADDRESS 3004 6th Ave, Suite 1,

CITY San Diego ZIP CODE 92103 STATE CA

EMAIL amartindale@cruiseplanners.com WEBSITE CruiseWineTravel.com

OFFICE PHONE _____ CELL PHONE 206-399-2138

BUSINESS DESCRIPTION OR PROFILE Cruise and wine travel coordination and planning.

Description of Services. The five P's Marketing engagement shall relate to the following products and services of ADVERTISER:

One (1) 2-Page Spread Ad in Newport Beach publication for November 2018 issue

Five (5) Full Page Ads in Newport Beach publication from December 2018 issue through April 2019 issue

Two 2-Page Editorial pieces in December 2018 and April 2019 issues of Newport Beach publication

Free Unlimited Ad Design, Event Integration, and Full Online and Social Media Integration included

Description of Total Charges:

\$3,000 per month in Credit Card plus \$800 per month in Trade towards a cruise chosen by 5 P's Marketing

Payment Type: VISA MASTERCARD AMERICAN EXPRESS DISCOVER ACH

Name on Credit Card ADAM MARTINDALE

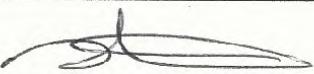
Card Number 3727-228049-11005 EXP 09/20 CSV 0110

Card identification # 011 (last three digits located on the back of the credit card) Expiration date 09/20

Bank Name (for ACH) _____

Billing Address _____

City/State/Zip _____

Signature 

Date 10/1/18

By Signing, I authorize The five P's Marketing, LLC to charge my card / initiate ACH payments for all amounts due under this Agreement.

1. Agency Services

THE AGENCY, agrees to act as ADVERTISER advertising representative and to perform, upon authorization by ADVERTISER, any or all of the following services to the extent necessary to meet ADVERTISER'S needs:

- a. Study and analyze ADVERTISER'S business and products or services and survey the market therefore.
- b. Develop an advertising program designed to meet ADVERTISER'S needs and budgetary limitations.
- c. Counsel ADVERTISER on their overall merchandising program or make plans therefore.
- d. Determine and analyze the effect of the advertising used.
- e. Plan, create, write, and prepare layouts and the actual copy to be used in advertisements of all types.
- f. Analyze all advertising media to determine those which are most suitable for use by ADVERTISER
- g. Make contracts with the advertising media for space or time and with others to effectuate the advertising program and obtain the most favorable terms and rates available.
- h. Check and follow up on all contracts with the various media for proper performance in the best interests of the Advertiser, including the appearance, accuracy, date, time, position, size, extent, site, workmanship, and mechanical reproduction, as appropriate to the advertisements used.
- i. Negotiate, arrange, and contract for any special talent required and for all photography, models, special effects, layouts, and art work, and for all printing, including any required engravings, electrotypes, typography, and any other necessary technical material for use in the advertising program.
- j. Make timely payments to all persons or firms supplying goods or services about the advertising program.
- k. Advise and bill ADVERTISER for all remittances made by the Agency for the Advertiser's account and maintain complete and accurate books and records in this regard.
- l. Cooperate with ADVERTISER and ADVERTISER'S other representatives with regard to achieving the best possible tax advantages to ADVERTISER with respect to advertising expenditures.

2. Products

THE AGENCY engagement shall relate to the following products and services of ADVERTISER:

Cruise and Wine Planning and Coordination

3. Prior Approval of Advertiser

THE AGENCY shall not incur any obligations or provide any services for ADVERTISER'S account without first obtaining written approval therefore from ADVERTISER or any other person designated by ADVERTISER in writing. In order to obtain ADVERTISER'S approval, THE AGENCY shall submit written proposals to ADVERTISER, containing full descriptions of the proposed advertisements and estimates of the cost of the obligations or services involved, including media costs, cost of preparation of the advertisements, costs of production, and any

additional costs, such as travel, mailing, postage, and similar items.

4. Advertising Costs and Expenditures

- a. ADVERTISER shall reimburse THE AGENCY, for all costs incurred and expenditures made on behalf of ADVERTISER for approved advertising, except as specifically provided herein and, in addition, ADVERTISER shall compensate THE AGENCY for services rendered.
- b. ADVERTISER shall pay THE AGENCY for its direct costs of mailing, packaging, shipping, taxes and duties, and telephones and telegrams incurred by THE AGENCY, in connection with the performance of this Agreement.
- c. ADVERTISER shall pay all of THE AGENCY'S costs for any necessary traveling done on behalf of ADVERTISER. THE AGENCY must secure ADVERTISER'S approval prior to incurring any expense for travel on behalf of ADVERTISER.
- d. In the event media or other charges increase or decline after THE AGENCY has submitted an estimate, ADVERTISER shall pay for such increase or be given a credit for such reduction, as the case may be.

5. Agency's Compensation.

- a. THE AGENCY shall prepare an estimate of total charges for every advertising media project, including therein any charges for materials or services purchased from outside sources. In the event that THE ADVERTISER elects to proceed with the project based upon THE AGENCY estimated cost, THE AGENCY shall perform the services with respect to such special project at its estimated cost, subject to modification as mutually agreed by the parties.
- b. ADVERTISER shall not be obligated to reimburse THE AGENCY for any travel or other out-of-pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed by ADVERTISER in advance.

6. Billing

- a. THE AGENCY shall bill Advertiser in conformity with the standards recommended by the American Association of Advertising Agencies and on THE AGENCY standard forms.
- b. THE AGENCY'S bills shall be paid on a **monthly basis** by THE ADVERTISER as agreed upon the terms outline in this agreement.

7. Indemnification and Insurance

ADVERTISER shall indemnify and hold THE AGENCY harmless from and against any and all claims, liabilities, or damages arising from the preparation or presentations of any advertising covered by this Agreement including the costs of litigation and counsel fees to the extent of any such claims, liabilities, or damages caused by the agency's negligence or misconduct .

THE AGENCY agrees to procure and maintain in force during the term of this Agreement, at THE AGENCY expense, an advertising agency liability policy or policies having a minimum limit of at least \$1,000,000, naming THE ADVERTISER as an additional insured and loss payee under such policy or policies.

8. Term and Termination

The term of this Agreement shall commence on the date of this agreement and shall continue in full force and effect until terminated by either party upon at least 90 days' prior written notice. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period. On receipt of notice of termination, THE AGENCY shall not commence work on any new advertisements, but it shall complete and place all advertisements previously approved by ADVERTISER. All other rights and duties of the parties shall continue during the notice period and ADVERTISER shall be responsible to THE AGENCY for the payment of any pre-approved contract obligation incurred with third parties during this period.

9. Assignment of Contracts

THE AGENCY shall assign to ADVERTISER all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for ADVERTISER'S account, effective on the date of termination or on such other date as may be agreed upon by the parties; and ADVERTISER shall assume all obligations and hold THE AGENCY harmless from all liability there under. In the event any such contract is non-assignable and consent to assignment is refused, or THE AGENCY cannot obtain a release from its obligations, THE AGENCY shall continue performance thereof, and ADVERTISER shall meet its obligations to THE AGENCY as though this Agreement had not been terminated.

10. Disposition of property and materials

Upon termination of this Agreement, all such property and materials created by THE AGENCY, shall be the property of THE AGENCY, unless ADVERTISER pays therefore in accordance with the terms of this Agreement even though ADVERTISER or another party has physical possession thereof.

11. Competitors

During the term of this Agreement, THE AGENCY may not accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of ADVERTISER with respect to which THE AGENCY is providing any service pursuant to this Agreement.

12 Cost Estimates.

THE AGENCY shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, and paste up and production. After determining the estimated cost, completion of the work shall be subject to ADVERTISER'S prior approval.

13. Audit Rights.

THE AGENCY agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts, and other information relating to ADVERTISER'S business or this Agreement shall be available for inspection by ADVERTISER and ADVERTISER'S outside accountants, at ADVERTISER'S expense.

14. Default

In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within 7 days of the written notice, then the non-defaulting party may terminate this Agreement.

15. Force Majeure

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

16. Arbitration

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration.

The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

17 Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18 Legal Construction

In the event, any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

19. Parties Bound

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

20. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of California.

21 Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

IN WITNESS, WHEREOF, the parties hereto have executed this Advertising Agency Agreement.

Company: MARTINALE TRAVEL + TOURS

DCA CRUISE PLANNERS.



ADAM MARTINALE
By _____

10/11/18

Date

The 5 five P's Marketing, LLC

By Ana Launes, CEO

Date

EXHIBIT 9

Advertising Agreement

Lifestyle publications™

The 5 P's - Cruise Planners
120 Newport Center Drive
Newport Beach, California 92660

Publication	Size	# Months	Price Each
Newport Beach Lifestyle	2-Page Spread	1	\$2,000.00
Total			\$2,000.00

Publication run dates: November 2018 - November 2018

Trade Value: \$0.00



Signed By: Ana Launes

Date Signed: October 1st 2018 12:50PM

I affirm that I have had the opportunity to review this contract in its entirety, and that I understand and agree with all of the terms of the contract.

I authorize Lifestyle Publications LLC to charge starting and on or around the of each month according to the above schedule.

Contract set to signed

Lifestyle Publications, LLC | 514 W 26th St Suite 1S | Kansas City, MO 64108 | Phone: 913.599.4300 | Fax: 888.599.0733

Terms and Conditions

Acceptance. By signing below, and by advertising with Lifestyle Publications, LLC, its successors and assigns (Lifestyle Publications), Advertiser, its successors and assigns and including its buying agencies or services (Advertiser) agrees without limitation or qualification, to be bound by, and to comply with these Terms and Conditions.

Provision of Advertising Materials. Advertiser will provide all materials for the advertisement in accordance with Lifestyle Publications policies in effect at the time, including without limitation to the manner of transmission to Lifestyle Publications and the lead-time prior to publication of the advertisement. Lifestyle Publications shall not be required to publish any advertisement that is not received in accordance with this provision and may substitute a previously published ad or other ad in Lifestyle Publications' sole discretion. If the Advertiser fails to provide materials in accordance with this provision, Advertiser will be charged for the ad space reserved whether the advertisement runs in the publication or not.

Positioning. Except as otherwise expressly provided in the Advertising Agreement, positioning of advertisements and all layout decisions within the magazine or on any page is at the sole discretion of Lifestyle Publications.

Full Payment. Advertiser agrees that full payment of the contract price must be rendered in order for the terms of the contract to be satisfied. Payment is not dependent upon receipt of tear sheets. No partial payment or pro-rated amounts will be accepted as payments in full unless otherwise specified in writing. Invoices are due upon receipt. Failure to pay the amount due for more than 30 days will constitute a material breach by the Advertiser which gives Lifestyle Publications the right to cancel publication of future advertisements and collect based on the terms under Cancellations below, to be exercised at Lifestyle Publications' sole discretion.

All accounts past-due more than 30 days will incur interest charges of 1.5% per month. Advertisers will be charged a \$30 fee for each returned check.

Cancellations. Advertiser understands that Lifestyle Publications offers discounted rates for multi-month contracts, and that Lifestyle Publications relies on Advertiser's agreement to fulfill a multi-month term in its business planning, in determining magazine layout and forecasting, and in determining publishing rates and schedule. Advertiser understands and agrees that Lifestyle Publications will incur damages that may be difficult to quantify by Advertiser's early cancellation.

If Advertiser cancels this contract for any reason, Advertiser will be charged a \$200 cancellation fee and all published advertising and design services under the contract will be re-invoiced at the open (month-to-month) rate for advertising and the applicable design services rate published in Lifestyle Publications' most current Media Kit. Advertiser understands that the monthly ad rate in the most current Media Kit may differ from and supersedes the rate presented at the time of signing for the purposes of re-invoicing under this section.

Upon cancellation, Advertiser will be charged the most current open rate for all editorial content published as part of the Advertising Agreement, if Advertiser had not been previously charged for it. Editorial content shall be charged at the open rate for advertising, according to the size of the editorial. For example, if editorial is a full page, the Advertiser will be charged the open rate for a full page ad.

Advertiser must give written notice of cancellation 20 days prior to the next scheduled ad submission deadline. The contract will only be deemed cancelled when Advertiser has paid in full all amounts due, unless otherwise stipulated in writing by an authorized agent of Lifestyle Publications.

Rejection of Advertisement. Advertiser understands that Lifestyle Publications is a family-friendly publication, that it upholds strict graphic and editorial standards, and that it works diligently to maintain its public image. Not all advertisements will be consistent with Lifestyle Publications' family-friendly purpose and/or image, or meet the publication's graphic and editorial standards. Therefore, Advertiser understands and agrees that Lifestyle Publications may, at its sole discretion, reject advertisements for publication for any reason whatsoever. If Lifestyle Publications rejects an advertisement for publication, Advertiser may submit an acceptable replacement advertisement within Lifestyle Publications' deadlines for publication.

Copyrights. All advertising that represents the creative effort of Lifestyle Publications and/or the utilization of creativity, illustrations, labor, composition, or material furnished by Lifestyle Publications remains the property of Lifestyle Publications, including all copyrights, unless otherwise stated in writing and signed by Advertiser and an authorized agent of Lifestyle Publications. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising, unless specifically allowed in writing by an authorized agent of Lifestyle Publications. Lifestyle Publications may edit or otherwise alter any editorial content submitted and retains all copyrights in the published content.

No Warranty. Lifestyle Publications MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

Limitations of Liability. In the event that Lifestyle Publications fails to publish an advertisement and/or editorial in accordance with the schedule provided in the Advertising Agreement, or in the event that Lifestyle Publications fails to deliver the full time period prescribed in the Advertising Agreement, or in the event of any other failure, technical or otherwise of such advertisement and/or editorial to appear as provided in the Advertising Agreement, the sole liability of Lifestyle Publications and exclusive remedy of Advertiser shall be limited to placement of the advertisement and/or editorial at a later time until the total advertising time is delivered, unless the magazine is discontinued or Lifestyle Publications cancels this Advertising Agreement, which it may do at its sole discretion, in which case all obligations beyond the last issue published are relieved after full payment for outstanding invoices is made. Claims for any failure must be made within 30-days following the date of such failure. IN NO EVENT SHALL Lifestyle Publications BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

Advertiser Warranty and Indemnification. Advertiser warrants and represents (1) that any ad and/or materials submitted does not violate applicable law, including trademark, copyright or other property rights of any third party, and (2) that Advertiser is authorized to publish the ad and/or materials submitted. Advertiser agrees to hold harmless and defend at their sole cost Lifestyle Publications from any liability, loss or expense (including court costs and attorneys' fees), arising out of any breach of the aforementioned warranties and representations.

The person signing this agreement on behalf of Advertiser warrants that he or she has the authority to enter into this binding Agreement on behalf of Advertiser.

Force Majeure. Each party shall be excused from liability to perform its obligations under this contract where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, or controls or regulation of federal, state, or local governments.

Attorney Fees. If Lifestyle Publications must pursue collections or enforce this contract, or if suit is brought by Lifestyle Publications for collection or enforcement, then Advertiser shall pay to Lifestyle Publications all costs of collection and enforcement, including reasonable attorney's fees and court costs.

Choice of Law, Jurisdiction, and Venue. This agreement shall be construed in accordance with the laws of the State of Kansas, except to the extent that federal law preempts Kansas law. Advertiser irrevocably consents to the personal jurisdiction of the state and federal courts located in the state, county, or judicial district in which Lifestyle Publications' principal place of business is located and hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision. Advertiser hereby agrees that service of process may be made upon Advertiser in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Kansas or federal law and further agrees that venue for any proceeding relating to or arising out of this Agreement shall be the county or judicial district in which Lifestyle Publications' principal place of business is located; provided, however, that Lifestyle Publications may bring any action for injunctive or other extraordinary relief in any state or federal district court which has jurisdiction.

Entire Agreement and Severability. This contract constitutes the entire agreement between Lifestyle Publications and Advertiser concerning the subject matter hereof, and supersedes any prior Agreements. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the that provision shall be severed and replaced with a new provision that most closely reflect the original intention of the parties and the remaining provision of this Agreement. Failure to enforce any provision shall not be deemed a waiver or relinquishment of any rights under that provision. Any amendment must be agreed to in writing by both parties.